



Christchurch High Court Earthquake Litigation List

The Court publishes this report to assist earthquake litigants, and those contemplating litigation, and to inform the public on the status of Earthquake proceedings at the High Court. This report is based on the official Court record. Readers should appreciate that the issues in any case may evolve, proceedings may be filed or discontinued between updates. This report is current as at 8 August 2023.

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2023-409-000321	Kate Barbara Carter, David William Carter and Jane Toni Hill as Trustees of the Carter Family Trust v Medical Insurance Society Limited and Medical Assurance Society New Zealand Limited and the Earthquake Commission	General Proceeding	Property at Hackthorne Road, Christchurch, damaged as a result of the Canterbury Earthquake Sequence. The property was insured under a policy underwritten by the first defendants. EQC conducted building work in late 2011 to reinstate damaged portions of the property. In June 2020 EQC advised the plaintiffs of further earthquake damage that exceeded the amount for which it insured the property, and the plaintiffs notified the first defendants. In May 2023 the first defendants denied liability to reimburse the plaintiffs for the costs incurred. The plaintiffs allege breach of contract against the first defendants and claim damages a declaration, and costs. In the alternative, they allege breach of statutory duty against the second defendant and claim specific performance and costs.	28/06/2023		TC after 23/08/2023	JJ Taylor, A J Summerlee, Parry Field, Plaintiffs [Awaiting statement of defence]	NO	
CIV-2023-409-000119	IAG New Zealand Limited v Buildtech Restorations Limited	General Proceeding (Repairs)	Property at Hawke Street, New Brighton, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. The property was insured by the plaintiff. In 2013 the homeowner entered into a contract with the defendant to repair the earthquake damage, with the work completed in 2014. In 2021 the repair work was found to be defective, and in May 2022 the homeowners engaged structural engineers to assess the property. The plaintiff suffered loss as a result of being liable to pay the homeowners for the cost of remedying the building defects and structural defects. The plaintiff alleges equitable contribution and negligence and claims an order for contribution, interest and costs, and a declaration under s2 Declaratory Judgments Act 1908 or a declaration that the defendnat is liable to indemnify the plaintiff.	31/03/2023		TC after 31/08/2023	P Leman, M Booth, DLA Piper, Plaintiff [Awaiting statement of defence]	NO	
CIV-2023-409-000026	John Law and Karen Law as trustees of the Law Family Trust v Southern Response Earthquake Services Limited	General Proceeding	Property at Eversleigh Street, St Albans, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence, concluded to be a rebuild. Policy under AMI (defendant's predecessor). Plaintiffs entered into a settlement agreement in 2014. In or about 2020 the plaintiffs joined the Ross class action, and were provided a package offer in January 2022, purporting to correctly discharge the defendant's liability to them. Plaintiffs shown rebuild budget information that was not previously disclosed to the plaintiffs. Plaintiffs sought a QS review which concluded that the rebuild rate was unrealistic and the amount previously settled in 2014 was not a fair estimate of the true cost to rebuild to the policy standard. Plaintiffs allege the January 2022 package offer is wrong because it was based on the defendant's incorrect rebuild costings. In May 2022 the plaintiffs indicated to the defendant that because of the late knowledge disclosure of the defendant's design and repair analysis the plaintiffs did not accept the package offer. Plaintiffs allege misrepresentation under the contract and commercial law act and seek damages, interest and costs; second and alternative the plaintiffs allege misleading and deceptive conduct in trade and seek and order under the Fair Trading Act, interest and costs; third and alternative the plaintiffs allege false or misleading representations and seek an order under the Fair Trading Act, interest and costs.	1/02/2023		TC after 31/07/2023	Henry Holderness, Shaun Cottrell, Shaun Cottrell Law, Plaintiffs Kate Crichton, Liam McNeely, David Friar, Bell Gully, Defendant	NO	
CIV-2023-409-000014	Lois Jennifer Williams, Roy Williams and Lyndon Williams as Trustees of the Bloemfontein Trust v Medical Insurance Society Limited and Medical Assurance Society New Zealand Limited	General Proceeding (Repairs)	Property at Heaton Street, Merivale, Christchurch, damaged in the Canterbury Earthquake Sequence. Insured with MAS. Property damage assessed to be under-cap by EQC and repairs carried out in or around 2015. In July 2018 the plaintiffs received a CES Forensic Ring Foundation Report from Underfoot Services, identifying damage to the foundation that either hadn't been repaired, repaired defectively, or not repaired in accordance with the building code. An EQC scope of works in January 2020 identified the repairs required to remediate the damage and defective repair work. EQC paid an "over-cap" amount to the plaintiffs in respect of EQC's liability to MAS for the cost of remediating its negligent and defective repair work. MAS granted a number of extensions to its agreement to not plead a limitation defence, the most recent confirmation up to proceedings filed before 20 January 2023. In July 2022 MAS provided the Trustees with a draft settlement with the cash settlement "to be determined," but the parties have been unable to agree on the settlement amount. The plaintiffs allege breach of contract and claim a declaration or damages in the alternative, interest and costs. The plaintiffs allege breach of duty of good faith and claim general damages, interest and costs.	19/01/2023		TC after 31/08/2023	Peter Woods, Tania Hutchinson, Elliot Nye, Anthony Harper, Plaintiffs [Awaiting Statements of Defence]	NO	
CIV-2023-009-000975	Trevor Stuart Ressels v Southern Response Earthquake Services Limited	General Proceeding	Property at Cashmere Road, Hoon Hay, damaged as a result of the Canterbury Earthquake Sequence. Property insured by the defendant. Defendant assessed the property for damage "Out of Scope" for EQC cover. Plaintiff entered settlement agreement based on the defendant's costed scope of works for damage to Out of Scope items. Plaintiff alleges the defendant omitted allowances for margin, professional fees and contingency as set out in Avonside v Southern Response. Plaintiff alleges breach of Fair Trading Act (misrepresentation) and breach of obligations, and seeks judgment, damages, interest and costs.		27/07/2023		G Shand, Plaintiff Kelly Paterson, Tom Weston, Defendant	YES	STAYED 28/07/2023
CIV-2022-409-000618	Paul Leonard Garvey and Joanne Gail Garvey v The Earthquake Commission	General Proceeding (Repairs)	Property at Francis Avenue, Mairerehau, Christchurch, damaged in the Canterbury Earthquake Sequence. Plaintiff purchased property in December 2015 and were assigned the EQC claims made by the previous owners. Defendant undertook managed repairs in 2013 that did not remediate the house to the standard required by the EQC Act. In September 2017 the defendant advised the cost to repair would exceed the statutory cap. Property insured by Vero at the time of the earthquakes. The previous owners assigned the rights to the Vero claims to the plaintiffs in 2017. In December 2018 Vero quantified its liability, being the overall indemnity value less EQC payments, and paid that amount to the plaintiffs' mortgagee in early 2019. EQC confirmed the plaintiffs were eligible for the Crown "on-sold" package in November 2019 and determined the required costs to repair would be over-cap. EQC sent the plaintiffs a settlement deed dated May 2022 proposing to pay a further amount but requiring the plaintiffs to complete the repairs. The plaintiffs were unable to carry out the repairs and had to sell the property. The sale settled in September 2022. Plaintiffs allege negligence and seek judgment, damages, interest and costs.	22/12/2022			Grant Shand, Barrister, Plaintiffs Nat Walker, Chris Curran, Russell McVeagh, Defendant	YES	DISCONTINUED 21/06/2023

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CIV-2022-409-000581	Inicio Limited v The Earthquake Commission	General Proceeding	Property comprising of four units in Cashel Street, Linwood, Christchurch, damaged in the Canterbury Earthquake Sequence (particularly between September 2010 and February 2011). Claims lodged with and accepted by EQC for the damage. Plaintiff purchased the units in early 2013, taking assignment of the claims. In July 2013 plaintiff opted out of EQC's managed repair programme and chose to repair the damage independently of EQC. EQC scoped repair works necessary to meet the statutory standard and paid an opt-out payment for the repairs. The completed repairs were more extensive than the scoped repairs and cost more than the opt-out payment. Plaintiff contacted EQC in late 2019 who made an additional payment in early 2020 for costs incurred in the additional repairs, but was not enough to reimburse the difference. In June 2020 EQC agreed to scope and cost the completed repairs in order to cash settle the difference. EQC scoped, costed, and made a parallel settlement payment for another property owned by the plaintiff, but did not scope and cost the completed repairs for this property as agreed, and made no further payment. Plaintiff alleges breach of statutory duty and seeks judgment, interest and costs. Plaintiff alleges breach of the Fair Trading Act 1986 and seeks an order, interests and costs. Plaintiff alleges negligence and seeks judgment, interest and costs.	8/12/2022		TC after 30/08/2023	Richard Hargreaves, Wynn Williams, Plaintiff Linda Clark, Kate Rouch, Dentons Kensington Swan, Defendant	NO	
CIV-2022-409-000560	Ellis Charles John Emmett and Susan Patrice Emmett v IAG New Zealand Limited	General Proceeding	Property at Deer Park Road, Cheviot, Hurunui District, damaged in the 2016 Kaikoura earthquake. Property insured under an AMI Market Value House Insurance Policy. Claim lodged with EQC and settlement sum paid on or about 20 March 2018. Claims lodged with the defendant. The defendant accepted the claims, but the plaintiff says they have not received payment from the defendant for the claims, and allege breach of contract. Plaintiff claims an order of specific performance, or alternatively a declaration, costs and interests.	29/11/2022		TC after 08/09/2023	Claudia Frances Leighs, Canterbury Legal, Plaintiff Chris Hlavac, Bridget Read, Young Hunter, Defendant	NO	
CIV-2022-409-000557	Scott David Cambus v The Earthquake Commission	General Proceeding (Repairs)	Property at Cuffs Road, Christchurch, damaged in the Canterbury Earthquakes Sequence. Claim by the original owner accepted by EQC who arranged for the assessment of damage, scope of repair and costing, and for the repair work to be carried out. EQC obtained a structural assessment report and building consent but later cancelled the building consent and produced a scope change summary without the repairs recommended by the report. On or about 13 July 2020 the property was purchased by the plaintiff who took assignment of rights under the original owner's EQC claim. Plaintiff became aware of damage that EQC did not repair to the standard in the Act. In August 2021 EQC offered a cash settlement letter that indicated the total repair cost would be over-cap, but paid a cash amount purportedly pursuant to its statutory obligation to repair the natural disaster damage. Plaintiff alleges breach of statutory obligation and negligence, and claims damages in the amount required to repair/reinstate the house (above the payment made by EQC to the plaintiff), loss of rent costs, general damages and interest.	25/11/2022		TC after 30/04/2024	Jeremy Morriss, Andrew Ferguson, Shine Lawyers, Plaintiff Nathaniel Walker, Emma Ferrier, Madeline Alison, Russell McVeagh, Defendant	NO	
CIV-2022-409-000528	JSD Holdings Limited v Vero Insurance New Zealand Limited	General Proceeding	Properties at Papanui Road, Papanui, Christchurch, damaged in the Kaikoura earthquake. Property insured by the defendant. Claim for the damage lodged with EQC and confirmed to be over-cap. Claim lodged with the defendant, and accepted. Plaintiff alleges defendant failed or refused to pay for the cost incurred in rebuilding or repairing the damage. Plaintiff alleges breach of contract and seeks a declaration, damages, expert fees and costs.	10/11/2022		TC after 31/08/2023	Andrew Riches, Saunders & Co, Plaintiff [awaiting Statement of Defence]	NO	
CIV-2022-409-000349	Carl Grove Ltd v Allianz New Zealand Ltd (discontinued) and Allianz Australia Insurance Ltd	General Proceeding	Seven commercial properties at Havelock Street and East Street, Ashburton, damaged in the Canterbury Earthquakes Sequence. Properties insured by the first and second defendants. Claims lodged between 2010 and 2014 (first stage) and settlement sum offered by the defendants. Plaintiff alleges scope of work and assessment of damage inadequate. From 2015-2017 (second stage) plaintiff investigated damage not communicated to the defendants, and claim re-opened for one of the properties. Plaintiff undertook repair work to some properties. From 2017-present (third stage) plaintiff's QS reviewed the claims and defendants agreed to reopen all claims. Defendants allege plaintiff only entitled to indemnity value. Plaintiff alleges breach of contract, breach of the Fair Trading Act 1986, breach of duty of good faith, waiver by estoppel, and negligence. Plaintiff claims declarations, damages and costs, relief under s 43 Fair Trading Act 1986.	11/08/2022			E W Walton, S A Woods, Wynn Williams, Plaintiff Caroline Laband, Richard Tosh, Wotton Kearney, Second Defendant	YES	DISCONTINUED 24/01/2023
CIV-2022-409-000291	Koch Holdings Ltd v Medical Assurance Society New Zealand Ltd and Medical Insurance Society Ltd	General Proceeding (Repairs)	Property at Hills Road, Edgeware. Damaged in the Canterbury Earthquakes Sequence. Property insured by the first and second defendants. Claims made to defendants for damage to the buildings which were accepted and repairs were undertaken. Repairs investigated by defendants and found to be defective. The plaintiff alleges breach of contract against the first and second defendants and claims orders of specific performance or alternatively damages, costs and interest.	22/07/2022			A Ferguson/T Sauni, Shine Lawyers, Plaintiff [awaiting statement of defence]	YES	DISCONTINUED 08/12/2022
CIV-2022-409-000217	Devonie Sylviane Eglinton and Timothy Wilfred Eglinton v Christopher John Prebble and HFC Civil and Structural (South) Limited and Southbuild 1966 Limited	General Proceeding (Repairs)	Property at Hamilton Avenue, Ilam. Damaged as a result of the Canterbury earthquake sequence. Repairs to the property were undertaken in 2013 on advice from the second defendant who was engaged by the first defendant. In 2015 the plaintiffs say new cracks appeared in the property, and the third defendant undertook repair work. In 2019 the plaintiffs found defects to the house. Subsequently numerous issues with the property and the previous repairs were found. Plaintiffs allege the first defendant breached a duty of care and a breach of the Consumer Guarantees Act 1993 in his role as lead consultant for the repairs and seek judgment, costs and interest. Against the second and third defendants the plaintiffs allege negligence, breach of contract, and breach of the Consumer Guarantees Act 1993 and seek judgment, costs and interest.	30/05/2022		TC after 07/09/2023	K Deobhakta, W Abrie, Morgan Coakle, Plaintiffs J Taylor, C Twyman, Wynn Williams, First defendant M Francis, A R Tosh, Wotton Kearney, Second Defendant Amy Hutton, Trollope & Co, Third Defendant	NO	
CIV-2022-409-000087	Ian Wayne Thomas and Janice Lynette Thomas v MacDonald Gray 2022 Limited	General Proceeding (Repairs)	Property at Nehru Place, Cashmere, Christchurch. Damaged in the Canterbury Earthquake Sequence. Plaintiffs entered into a building contract with the defendant to repair the earthquake damage. Plaintiffs allege building repairs defective. Plaintiffs contracted with a third party to rectify the building defects. Plaintiffs allege breach of contract, negligence, breach of the Consumer Guarantees Act 1993, and breach of the Building Act 2004. Plaintiffs claim Judgments, interest, and costs.	2/03/2022			C Shannon, S McIntyre, Duncan Cotterill, Plaintiffs Michelle Nicol, Garth Gallaway, Chapman Tripp, Defendant	YES	DISCONTINUED 29/11/2023

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CIV-2021-409-000587	Ruth Margaret Henschel v 1Geotechnical Limited	General Proceeding (Repairs)	Property at Taylors Mistake Road, Taylors Mistake, Christchurch. Property and retaining walls amaged in the Canterbury Earthquake sequence. In or about 2015 the plaintiff entered into a building contract with the defendant for the earthquake repairs. Plaintiff identified defects in the retaining walls and dwelling following repair. Plaintiff alleges breach of contract, negligence, negligent misstatement, and breach of the Consumer Guarantees Act 1993 by the defendant. Plaintiff claims damages, interest, and costs.	21/12/2021		Fixture, 10 days, on 04/11/2024	P Leman, C Henley, DLA Piper, Plaintiff Allister Davies, Clark Boyce, Defendant	NO	
CIV-2021-409-000579	Chesterfields Preschools Limited (In Liquidation) v IAG New Zealand Limited	General Proceeding	(TBA)	9/12/2021			Ben Russell, Lane Neave for the Plaintiff	YES	DISCONTINUED 26/01/2022
CIV-2021-409-000575	Wayne Antony Gallaher and Christine Judith Gilmour v Pattersons Insurerbuild Ltd (in liquidation) and IAG New Zealand Ltd	General Proceeding (Repairs)	Property at Warden Street, Richmond, Christchurch. Damaged in the Canterbury Earthquake sequence. Property insured by the vendors with the first defendant IAG and residual rights assigned to the plaintiffs by Deed of Assignment in 2014. IAG managed repairs undertaken by the second defendant in 2014, but additional repairs needed in 2015 for remaining issues. Plaintiffs since identified additional outstanding repairs. Plaintiffs allege negligence against the first defendant for failing to repair the property to a reasonably competent standard; alternatively allege a breach of the Consumer Guarantees Act. Plaintiffs allege breach of policy by the second defendant. Plaintiffs claim damages, interest, costs, a declaration, and any other relief the Court deems just.	15/12/2021		TC after 31/08/2023	P Woods, K Vilsbaek, Anthony Harper, Plaintiffs G Reynolds, Liquidator of First Defendant M Booth, P Leman, Wotton Kearney, Second Defendant	NO	
CIV-2021-409-000560	Vero Insurance New Zealand Limited and Christopher John Heslop and Margaret Anne Lowery and Ian Andrew Gilbert as Trustees of the CJ & MA Heslop Family Trust v Whyte Construction Limited	General Proceeding (Repairs)	Second plaintiffs are registered proprietors of the property at Halls Place, Christchurch. Damaged in the Canterbury Earthquake Sequence. First plaintiff appointed the defendant to produce a scope of works and pricing to repair the damage. Defendant commenced repair work in October 2013. In March 2014 the first and second plaintiffs entered into a settlement agreement in respect of repairs that could not be completed due to access issues. Plaintiffs allege repair work undertaken by the defendant was defective and allege breach of contract and negligence. The plaintiffs seek judgment, interest and costs.	10/12/2021			P Hunt, H Hui for the Plaintiffs R Johnstone, S Jamieson for the Defendant	YES	DISCONTINUED 06/05/2022
CIV-2021-409-000543	Ruth Helen Beulink, Robert Hank Beulink and Canterbury Trustees (2008) Limited as trustees of the Beulink Family Trust v Medical Assurance Society New Zealand Limited and the Earthquake Commission (discontinued)	General Proceeding	Property at Jackson Road, Ohoka. Damaged in the Canterbury Earthquake sequence. Goldshield Dwelling and Contents policy made by the first defendant. Plaintiffs notified claims to first and second defendants for damage caused by earthquake events. Plaintiffs allege breach of contract of insurance by the first defendant and claim declarations or judgment, damages, interest and costs. Plaintiffs allege second defendant failed to carry out a full assessment of the claims for damage or to pay the plaintiffs for the cost required to replair the damage up to the statutory cap, and claim a declaration or damages, interest and costs.	29/11/2021			B R D Burke, Harmans Lawyers, Plaintiff A Horne, T Leggat, Minter Ellison Rudd Watts, First Defendant	YES	DISCONTINUED 09/01/2023
CIV-2021-409-000459	Trevor Edward Luke and Susan Margaret Storey v Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Cannon Hill Crescent, Mt Pleasant, Christchurch. Damaged as a result of the Canterbury earthquake sequence. MaxiPlan Home Policy under Vero insurance and claims made to EQC. Repairs managed by defendant, and found to be faulty as plaintiffs noticed leaking. Defendant re-repaired the property but plaintiffs allege repairs were still defective and not to policy standard and that the defendant rejected the plaintiffs' choice of builders. Plaintiffs allege following the repairs the property still has significant earthquake damage and defects. Plaintiffs allege breach of contract and claim an order of specific performance, or damages, a declaration, costs and interest.	12/10/2021			J S Morris, A J D Ferguson, Shine Lawyers, Plaintiffs C Brick, A Cornwell, Fee Langstone, Defendants	YES	DISCONTINUED 02/12/2023
CIV-2021-409-000428	Andrew Robert Freer and Lucinda Rae McEvedy v Earthquake Commission	General Proceeding	Property at Quinns Road, Shirley, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG against physical loss or damage by fire. Plaintiff made natural disaster claim to EQC. Plaintiffs allege EQC failed to properly assess claim and pay the full amount entitled. Plaintiffs seek judgment, damages, interest and costs.	16/09/2021		IA on 12/09/2023	Grant Shand, Grant Shand Barristers & Solicitors, Plaintiffs Nathaniel Walker, Mark Campbell, Russell McVeagh, Defendant	NO	
CIV-2021-409-000412	David Selwyn John Harre and Helen Anne Harre and HP Hanna & Co. Trustees Limited as trustees of the Artifex Family Trust v Julie Anne Tweedie and Ingrid Robyn Taylor as trustees of the Tweedie Family Trust	General Proceeding	Property at Hackthorne Road, Cashmere, Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley insurance and claims made to EQC. Plaintiffs sold the property to the defendants, assigning residual entitlement to the claims. Plaintiffs allege agreement breached as the earthquake damage has not been completed, and seek judgment, damages, interest and costs.	8/09/2021			K M Lawry, KW Clay, Plaintiffs H van Schreven, Clark Boyce, Defendants, Glenn Jones acting S Waalkens, Rice Speir, Second Third Party R Hearn, Corcoran French, Third Third Party	YES	DISCONTINUED 07/11/2022
CIV-2021-409-000408	Grant Ronald Takle and Bronwyn May Takle v Tower Limited and Miles Construction Limited and Christchurch City Council	General Proceeding (Repairs)	Property at Janice Place Christchurch. Damaged as a result of the Canterbury earthquake sequence. Former owner's policy under Tower. Repairs undertaken by second defendant and code compliance certificate granted by third defendant. Plaintiffs allege breach of contract and negligence by the first and second defendants and seek judgment, consequential losses, costs and interest. Plaintiffs allege negligence by the third defendant and seek judgment, consequential losses damages, interest and costs.	1/09/2021		Fixture, 5 days on 12/02/2024	Rebecca Scott and Jackie Frampton, Lane Neave, Plaintiffs Martin Smith, Gilbert Walker, First Defendant Arie Moore, Reflective Law, Second Defendant Simon Waalkens, Rice Speir, Third Defendant	NO	Ready List Entry Date: 02/08/2022
CIV-2021-409-000399	Christina Anne Bennett and Gordon Craig Bennett v Vero Insurance New Zealand Limited	General Proceeding	Property at Salisbury Street Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under a MaxiPlan domestic home insurance policy underwritten by Vero. Parties entered settlement agreement but plaintiffs did not agree to release defendant from liability. Plaintiffs allege repair work insufficient and unresolved earthquake damage not identified by defendant. Plaintiffs allege breach of policy and breach of settlement agreement and seek a declaration or damages, inquiry into amounts owing, interest and costs.	25/08/2021			Jonathan Robert Smith, Rhodes & Co, Plaintiff Cecily Brick, Fee Langstone, Defendants and Counterclaim Plaintiff	YES	
CIV-2021-409-000348	Craig Thomas Lochiel Stockwell and Suzanne Margaret Stockwell v the Earthquake Commission and IAG New Zealand Limited and Vero Insurance New Zealand Limited	General Proceeding	Property at Albany Street, St Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG and Vero jointly. Plaintiffs allege payment by EQC does not cover EQC's statutory obligations to repair the property. Plaintiffs seek an order, costs and interest. Plaintiffs allege IAG and Vero failed to pay the cost incurred to reinstate the house to the standard set out in the policy. Plaintiffs seek an order or declaration for IAG and Vero to pay the cost incurred in repairing the damage, costs, and interest.	6/08/2021		TC on 26/09/2023	Mobeena Hills and Angela Parlane, Shine Lawyers, Plaintiffs Linda Clark and Emma Marsland, Dentons Kensington Swan, First Defendant Cath Jamieson and Bridget Reid, Young Hunter, Second and Third Defendants	NO	

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CIV-2021-409-000274	Ian James McPherson, Vicki Marie Menzies and Malley & Co Trustees Ltd as trustees of The McPherson Menzies Family Trust v Buildtech Restorations Ltd and IAG New Zealand Ltd	General Proceeding (Repairs)	Property at Snowdon Road, Fendalton. Damaged as a result of the Canterbury Earthquake Sequence. Following the earthquakes, the original owner submitted claims to EQC. EQC determined the Claims were in excess of the statutory limit of liability. Policy under NZI, assignments of rights to the current plaintiffs following the sale of the property. Repair work undertaken by IAG. Plaintiff alleges repairs are defective. Plaintiff claims damages in the amount of the costs of repairing the defects, general damages, interest and costs.	17/06/2021		JSC after 29/09/2023	Tim Daley, Peter Woods, Tania Hutchinson, Anthony Harper, Plaintiffs Josh Taylor, Alex Summerlee, First Defendant Arielle Tracey, Matthew Booth, Peter Leman, DLA Piper, Second Defendant Aidan Prebble and Geoff Brodie, Community Law Canterbury, Third Defendants	NO	
CIV-2021-409-000208	James McRae Passmore v Earthquake Commission	General Proceeding	Property at Engfield Road, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Plaintiff alleges EQC has not reinstated the building to replacement value or paid the cost of doing so to the standard in the EQC Act. Plaintiff claims a declaration that EQC either must reinstate or pay for the reinstatement, and costs.	21/05/2021		TC after 19/09/2023	Stephen Rennie and Sophie Foss, Rhodes & Co, Plaintiffs Nat Walker, Emma Light, Russell McVeagh, Defendant	NO	
CIV-2021-409-000184	Peter Brent Kerr and Susan Jane Kerr v Earthquake Commission and Southern Response Earthquake Services Limited (discontinued)	General Proceeding	Proeprty at Fishermans Lane, Motunau. Damaged as a result of the Canterbury Earthquake Sequence. Policy under AMI. Payment made by EQC but plaintiffs claim the payment does not cover EQC's statutoy obligations to repair the property and seek an additional payment. Plaintiff also claims payment from Southern Response as the repair required would make the property go over-cap. plaintiffs seek an order, damages, costs and interest.	13/05/2021		JSC on 25/09/2023	Plaintiffs now self-represented (previously Shine Lawyers) N L Walker, E M Light, Russell McVeagh, First Defendant Second defendant discontinued	NO	
CIV-2021-409-000183	Emma Rochelle Parsons v Earthquake Commission and Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Property at Marshland Road, Shirley. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Lumley. Repairs undertaken by EQC. Plaintiff alledges repairs are defective. Plaintiff claims breach of statutory duties, breach of policy and seeks a declaration, damages, interest and costs.	13/05/2021			Angela Parlane and Mobeena Hills, Shine Lawyers, Plaintiff Bridget Read, Young Hunter, for First Defendant	YES	DISCONTINUED 06/07/2023
CIV-2021-409-000171	Reon Mark Goodwillie and Sally Jane Goldsmith v Summitbuild Construction Ltd and Lumley General Insurance NZ Ltd	General Proceeding (Repairs)	Property at Ivey Road Christchurch. Damaged as a result of the Canterbury earthquake sequence. Former owner's policy under Lumley. Repairs undertaken by first defendant. Plaintiffs allege negligence and breach of warranty for defective repair work and seek damages, interest and costs against the first defendant. Plaintiffs allege breach of contract and negligence against the second defendant and seek damages, interest and costs.	4/05/2021			Melissa Borcoski, Saunders Robinson Brown, Plaintiffs Glenn Jones, Bevan Stone, Dallison Stone, First Defendant Peter Leman, Matthew Booth, Wotton Kearney, Second Defendant David Jackson, Trevor Quirke, Layburn Hodgins, Third Parties	YES	DISCONTINUED 21/11/2021
CIV-2021-409-000163	Wayne John Andrew Stevens and Rachel Gilmore Stevens v Earthquake Commission	General Proceeding (Repairs)	Property at Daresbury Lane, Fendalton. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Southern Response, assignment of rights to the current plaintiffs following the sale of the property. Following the Earthquakes, claims were lodged by the prior owners. The defendant completed repairs to the property. Plaintiff alleges the repairs are defective and the defendant has breached its statutory duty. Plaintiffs seek declarationjudgment, interest, costs,	3/05/2021			Pip Allan, Malley and Co, Plaintiffs Linda Clark and Lucinda King, Dentons Kensington Swan, Defendant	YES	DISCONTINUED 16/12/2021
CIV-2021-409-000154	Keung Investments Limited v Earthquake Commission and FMG insurance limited	General Proceeding	Property at Beach Road, Kaikoura. Damaged as a result of the Kaikoura Earthquake Sequence. Property was insured under a FMG Material damage policy. Policy rights were assigned to the plaintiff. A partial payment has occurred but plaintiff alledge the full payment as required by the policy has not been paid. Plaintiff seek a declaration, costs and interest fo a breach of contract and breach of statutory obligations.	23/04/2021			Pieter Venter and Karl Robinson, Shine Lawyers, Plaintiff Matthew Booth, Peter Leman, DLA Piper, Second Defendant	YES	STAYED 08/12/2021
CIV-2021-409-000153	Moana Farms Limited v Earthquake Commission and FMG Insurance Limited	General Proceeding	Property at Moana Road, Kaikoura. Damaged as a result of the Kaikoura Earthquake Sequence. Property was insured under FMG. A partial payment has occurred but the plaintiff alledge there is still existing unrepaired damage. Plaintiff claims breach of statutory obligations and breach of contrance and seeks an order or declaration, interest and costs.	23/04/2021			Pieter Venter and Karl Robinson, Shine Lawyers, Plaintiff Matthew Booth, Peter Leman, DLA Piper, Second Defendant	YES	STAYED 08/12/2021
CIV-2021-409-000145	Elizabeth Anne Small v IAG New Zealand Limited	General Proceeding	Property at Cranford Street, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. Plaintiff claims the scoped work will not repair the property to the policy standard and seeks a declaration, damages and costs.	20/04/2021		Fixture, 7 days on 22/07/2024	Ed Bayley, Rhodes and Co, Plaintiff Catherine Jamieson and Sarah Tzoumis, Young Hunter, Defendant	NO	Ready List Entry Date: 06/12/2021 Fixture Date: 28/11/2022 Estimated Hearing Days: 5.0
CIV-2021-409-000132	Chesterfields Preschools Limited (In Liquidation) v IAG New Zealand Limited	General Proceeding	Property at Cashel Street, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Plaintiff alleges sums were paid out to the plaintiff but there is a residual amount owing. Plaintiff is now in liquidation and the liquidators bring the cause of action and alledge a breach of the policy and contract. Plaintiff claims an order for the amount owing, interest and costs.	14/04/2021			Ben Russell, Lane Neave, Plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 05/06/2021
CIV-2021-409-000075	Robert William Colthart and Shirley Freda Colthart v Earthquake Commission and IAG New Zealand Limited and Vero Insurance New Zealand Limited	General Proceeding	Property at Waikawa Road, Picton. Damaged in the Canterbury Earthquake Sequence. Plaintiffs alledge the first defendant has failed to investigate and recognise the damage caused from one earthquake, accepted a claim for a second earthquake and then sought to settle this but has now resiled and states the damage was pre-existing. Plaintiffs claim a declaration and costs.	16/03/2021		TC after 04/10/2023	Stephen Rennie, Rhodes and Co, Plaintiffs Linda Clark and Bethany Mathers, Dentons Kensington Swan Cath Jamieson and Megan Gall, Young Hunter, second and third defendants	NO	
CIV-2021-009-001694	John Arthur Snesby v Southern Response Earthquake Services Limited	General Proceeding	Property at Carters Road, Bexley, Christchurch. Damaged as a result of the Canterbury Earthquake sequence. Premier Home Policy under the defendant. Defendant assessed the property for damage "Out of Scope" for EQC cover. Plaintiffs entered settlement agreement based on the defendant's costed scope of works for damage to Out of Scope items. Plaintiff alleges the defendant omitted allowances for margin, professional fees and contingency as set in Avonside v Southern Response. Plaintiff alleges misrepresentation, breach of obligations and promise, and seeks judgment, damages, interest and costs.		15/10/2021	TC after 01/12/2023	G D R Shand, Grant Shand Barristers and Solicitors, Plaintiff T C Weston, K M Paterson, Buddle Findlay, Defendant	NO	
CIV-2021-009-001087	Ideal Investments Limited v Earthquake Commission	General Proceeding	Properties at Tavender Street, Woolston, and Hollyford Avenue, Bryndwr. Both properties damaged as a result of the Canterbury Earthquake sequence. Claims made to defendant. Plaintiff alleges the defendant should have assessed the damage to both properties as exceeding the statutory cap. At all times the plaintiff had mortgage liability to Kiwibank in relation to both properties. Plaintiff alleges late payments made by the defendant to Kiwibank incurred mortgage interest costs that would not have otherwise been incurred. Plaintiff seeks judgment, interest and costs.		1/11/2021	IA on 15/09/2023	G D R Shand, Grant Shand Barristers and Solicitors, Plaintiff N L Walker, C J Curran, Russell McVeagh, Defendant	NO	

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CIV-2021-009-000566	Patrick Jamie Smith v The Earthquake Commission	General Proceeding	Property at Drake Street, New Brighton, Christchurch. Damaged in the Canterbury Earthquake Sequence. Plaintiff lodged claims with EQC. Claims accepted, but plaintiff alleges reinstatement costs exceeded the payments made by EQC. Plaintiff seeks judgment, interest, damages and costs.		16/03/2022		Rebecca Scott and Jackie Frampton, Lane Neave, Plaintiffs Martin Smith, Gilbert Walker, First Defendant Arie Moore, Reflective Law, Second Defendant Simon Waalkens, Rice Speir, Third Defendant	YES	DISCONTINUED 18/08/2022
CIV-2021-009-000455	Bridget Jane Killick and Edwin Charles Killick v Earthquake Commission and Tower Limited	General Proceeding	Six units at a property at Barbadoes Street, Edgeware, Christchurch. Damaged in the Canterbury Earthquake Sequence. Plaintiffs lodged claims with EQC. Claims accepted and payments made. Plaintiffs estimate full reinstatement costs would be over EQC's statutory cap but allege payments made were significantly lower than entitled. Plaintiffs seek judgment, interest, general damages, temporary repair costs, and costs.		14/02/2022	TC after 25/09/2023	G Shand, Plaintiffs L Clark, B Mathers, Dentons Kensington Swan, First Defendant (Discontinued) M Harris, H McQueen, E Buckley, Gilbert Walker, Second Defendant	NO	Ready List Entry Date: 10/05/2022
CIV-2020-409-000576	Arion Peter Safi, Tara Marie Thorpe and CKLaw Trustees Limited as trustees of the Arion Family Trust v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Four properties, two at Huntsbury Avenue, Huntsbury and two at Wilding Street, St Martins, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Vero. Plaintiffs claim breach of contract and loss and seek a declaration, jud	18/11/2020			Angela Parlane and Mobeena Hills and Andrew Ferguson, Shine Lawyers, Plaintiff Emma Light, Russell McVeagh, First Defendant Becky Morris and Morgan Powell, Bell Gully, Second Defendant	YES	DISCONTINUED 16/02/2023
CIV-2020-409-000442	Emmons Developments New Zealand v Mitsui Sumitomo Insurance Co Ltd & Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Claim in respect of a block of land at the corner of Oxford Tce, Cathedral Square and Worcester Streets. Rydges Hotel, the Christchurch City Council car park and the Grant Thornton building (now demolished) are or were on the land. The property was jointly insured by the defendants for material damage and business interruption to sum insured amounts of \$166,350,000 and \$14,500,000 respectively. Following judgment of this Court 28 February 2019 the plaintiffs have sought sign off on a repair methodology from the defendants. They allege the defendants have not responded. Plaintiffs seek a declaration as to the repair methodology, damages and costs.	21/09/2020		Fixture 20 days on 04/09/2023	Peter Woods, Anthony Harper, Plaintiff Caroline Laband, Wotton Kearney, Defendant	YES	DISCONTINUED 22/12/2022 Ready List Entry Date: 09/09/2021 Fixture Date: 04/09/2023 Estimated Hearing Days: 20.0
CIV-2020-409-000401	Lyndall Taneale MacKenzie v Southern Response Earthquake Services Limited	General Proceeding	Property at Emmett Street, Shirley, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under AML. The policy rights were assigned to the plaintiff. Plaintiff alleges the repairs undertaken do not repair all the damage and damage is still present. Plaintiff claims breach of contract and seeks an order the defendant perform its duties under the policy, a declararation, costs and interest.	1/09/2020			Angela Parlane and Mobeena Hills, Shine Lawyers, Plaintiff Susan Rowe, Annie Cao, Buddle Findlay, Defendant	YES	DISCONTINUED 28/11/2022 Ready List Entry Date: 05/09/2022 Fixture Date: 14/08/2023 Estimated Hearing Days: 5.0
CIV-2020-409-000390	John Timothy Davern and Marita Davern and IAG New Zealand Limited v QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Crest Lane, Redcliffs, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. The first plaintiffs elected to rebuild the property and IAG appointed Hawkins as the project manager. The plaintiffs allege the repair was defective and seek judgment, interest and costs.	21/08/2020		Fixture - 10 days on 13/02/2023 (closings on 24/03/2023) Decision Reserved	Paul Smith and Vanessa Ma, Duncan Cotterill, Plaintiffs Mark Holland, Hazelton Law, Defendant	NO	Ready List Entry Date: 03/02/2022 Fixture Date: 13/02/2023 Estimated Hearing Days: 10.0
CIV-2020-409-000386	IAG New Zealand Limited as assignee of the rights of Lawson Edmond Shepherd and Phillip Elizabeth Shepherd and IAG New Zealand Limited and Lawson Edmond Shepherd and Phillipa Elizabeth Shepherd v QBE Insurance (Australia) Limited and SSC Construction Limited and Safi and Soker Contracting Limited (Discontinued) and Waghorn Builders Limited and Jason Phillips and Cresco Engineers New Zealand Limited and Christchurch City Council	General Proceeding (Repairs)	Property at Bowenvale Avenue, Cashmere, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. A contract to repair was entered into with Hawkins who were to project manage the repairs. The plaintiffs allege the repair work was defective, negligent and not in accordance with the Building contract or Building code and claim negligence, breach of Building Act, breach of Building Contract, breach of Consumer Guarantees Act and seek judgment, interest and costs.	14/08/2020		TC after 01/03/2024	Oliver Collette-Moxon, Barrister, Plaintiffs Paul Smith and Nick Laing, Duncan Cotterill, Plaintiffs Garth Galloway, Geoff Carter, Chapman Tripp, First Defendant Stephen Bray, Third Defendant Tyler Brown, Saunders Robinsons Brown, Fourth Defendant Ben Sanders, Zoe Caughey, Darroch Forrest, Fifth Defendant Michael Robinson, Nicky Faulkner, Robertson Law, Sixth Defendant Sarah Macky, Heaney Partners, Seventh Defendants	NO	
CIV-2020-409-000297	163 High Street Limited v Christchurch City Council as a Territorial Authority	General Proceeding (Repairs)	Property at High Street, Christchurch Central. Damaged as a result of the Christchurch Earthquake Sequence. Plaintiffs allege earthquake strengthening work undertaken and consented by the defendant in 2008 was defective. Plaintiffs claim negligence and seeks an enquiry into damages, judgment and costs.	15/07/2020			Grant Cameron, GCA Lawyers, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 30/11/2020
CIV-2020-409-000269	George Haremate and Joanna Margaret Petrie and George Haremate and Joanna Margaret Petrie as trustees of the Tane and Maika Family Trust and IAG New Zealand Limited v Buildtech Restorations Limited and QBE Insurance (Australia) Limited and Christchurch City Council	General Proceeding (Repairs)	Property at Esher Place, St Martins, Christchurch. Policy under IAG. Property was damaged in the Canterbury Earthquake Sequence and an election to repair was chosen. The repairs were undertaken and project managed by Hawkins. The plaintiffs allege the repairs are defective and claim negligence, breach of contract, breach of Consumer Guarantees Act and seek judgment, interest and costs.	18/06/2020		TC after 01/12/2023	Chris Shannon, Duncan Cotterill, Plaintiffs Paul Cowey, Diana Youssef, Parry Field, First Defendants Garth Galloway, Geoff Carter, Chapman Tripp, Second Defendants Simon Waalkens, Rice Speir, Third Defendant Matthew Francis, Hugh King, Wotton Kearney, Third Party	NO	

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CIV-2020-409-000259	Christopher John Tacon, Lee Kara Tacon and Dorset Trustee Services Limited as trustees of the Tacon Family Trust and Christopher John Tacon, Lee Kara Tacon, Michael Christopher Tacon, Daniel Thomas Tacon and Anna Lee Tacon v Mike Greer Architectural Limited (previously known as Mike Greer Hills Limited) and Christchurch City Council and DSC Group Limited (in liquidation)	General Proceeding (Repairs)	Property at Plumwood Lane, Cashmere, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. The property was demolished and rebuilt. Plaintiffs alledge defective repairs and claim breach of contract and breach of a statutory duty. Plaintiffs seek judgment, interest and costs.	11/06/2020		TC after 30/11/2023	John Shingleton, MDS Law, Plaintiffs Helen Smith, Simpson Grierson, Second Defendant Emily Walton, Wynn Williams, Third Defendant Michael parker, Parker Cowan, Fourth Defendant Peter Leman, Wotton Kearney, Fifth Defendant Matt Taylor and Sara Saeagers, Barristers, Sixth Defendant	NO	
CIV-2020-409-000258	Robert Jamieson and Sandra Jamieson v QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Thornycroft Street, Fendalton, Christchurch. Damaged as a result of the Christchurch Earthquake Sequence. Policy under IAG. Plaintiffs elected to repair the earthquake damage and the repair work was project managed by Hawkins. Plaintiffs alledge the repair work is defective and claim negligence, breach of s.2 Consumer Guarantees Act 1993 and seek judgment for \$634,902.18 plus interest and costs.	4/06/2020		CONSOLIDATED WITH CIV-2020-409-109	Paul Smith and George Lello, Duncan Cotterill, Plaintiffs [Awaiting statement of defence]	NO	
CIV-2020-409-000253	IAG New Zealand Limited as assignee of the rights of Paul Steven Sadler and Melissa Mary Sadler, IAG New Zealand Limited, Paul Steven Sadler and Melissa Marry Sadler v Kirk Roberts Consulting Engineers Limited and Christchurch City Council (discontinued)	General Proceeding (Repairs)	Property at St Johns Street, Woolston, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. The plaintiff made claims with IAG and the property was demolished and rebuilt. Kirk Roberts provided reports and the City Council provided a building consent for the property. Plaintiffs alledge the foundation was defective and assigned their rights to IAG. Plaintiffs claim negligence, breach of Consumer Guarantees Act 1993 and multiple breaches by the City Council regarding inspecting and consenting the property. Plaintiffs seek \$433,965.18 plus interest and costs.	29/05/2020			Paul Smith and Dana Beissel, Duncan Cotterill, Plaintiffs Michael, Parker Cowan, First Defendant Tyler Bellingham, Rice Spear, Second Defendant (discontinued)	YES	DISCONTINUED 03/08/2022
CIV-2020-409-000196	Robert Stephen Sluggett and Rhian Delyth Sluggett v IAG New Zealand Limited	General Proceeding	Property at Argelins Road, Hanmer. Damaged as a result of the Kaikoura Earthquake Sequence. Policy under IAG. Plaintiffs alledge a particular repair methodology is required and seek a declaration their repair methodology is correct and an order the defendant undertakes the work.	18/05/2020		Fixture 3 days on 05/09/2022	Stephen Rennie, Rhodes and Co, Plainiffs Richard Tosh, DLA Piper, Defendant	YES	DISCONTINUED 01/09/2022 Ready List Entry Date: 03/05/2021 Fixture Date: 29/08/2022 Estimated Hearing Days: 10.0
CIV-2020-409-000109	Robert Jamieson and Sandra Jamieson v Christchurch City Council	General Proceeding (Repairs)	Property at Thornycroft Street, Fendalton, Christchurch. Damaged as a result of the Christchurch Earthquake Sequence. Policy under IAG. Plaintiffs elected to repair the earthquake damage and the repair work was project managed by Hawkins. Plaintiffs alledge the repair work is defective and claim negligence, breach of s.2 Consumer Guarantees Act 1993 and seek judgment for \$634,902.18 plus interest and costs.	24/02/2020		TC after 10/11/2023	Paul Smith and George Lello, Duncan Cotterill, Plaintiffs Simon Waalkens, Rice Speir, Defendant	NO	
CIV-2020-404-002480	Equity Trustees Limited as trustees of the Diversified NZ Properties Trust v IAG New Zealand Ltd trading as NZI and QBE Insurance (Australia) Ltd and Allianz New Zealand Ltd	General Proceeding	Plaintiff has ownership interests in Queensgate Shopping Centre in Lower Hutt, Wellington. Damaged as a result of the 2016 Kaikoura earthquake. Policy under an AON Material Damage (Excluding Fire) Policy with NZI, QBE, and Allianz together as insurers. Plaintiff alleges breach of contract in that the defendants failed to provide rebuild costs to the extent entitled to under the policy. Plaintiff seeks a declaration of liability, judgment, interest and costs.	17/12/2020			Nicholas Moffatt, David Friar, Bell Gully, Plaintiff Adam Ross QC, Peter Leman, Shane Swinerd, George Philips, DLA Piper, Defendants	YES	DISCONTINUED 18/10/2022 Ready List Entry Date: 16/03/2021
CIV-2020-404-000814	Cherie Kaa and Manu Kaa v AMI Insurance Limited	General Proceeding	Property at Churchill Street, Kaikoura. Damaged as a result of the Kaikoura Earthquake Sequence. Policy under AMI. Plaintiffs alledge the defendant has not met its obligations under the policy to pay out the policy. Plaintiffs seek judgment, damages, interest and costs.	4/06/2020			Grant Shand, Grant Shand Barristers, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 08/09/2021
CIV-2020-404-000600	Tower Insurance Limited v Earthquake Commission	General Proceeding	Plaintiff insured residential properties in Christchurch, Canterbury that were damaged as a result of the Canterbury Earthquake Sequence. 2966 of these properties have been settled and closed at the time of filing. Plaintiff claims the defendant has not paid it for wash up work it has done on all of these files post settlement of each claim. Plaintiff claims equitable subrogation and seeks a declaration, judgment, interest and costs.	23/03/2020		MANAGED IN AUCKLAND HIGH COURT COMMERCIAL PANEL	Mike Ring QC, Barrister, Plaintiff Lauren Lindsay, Bankside Chambers, Plaintiff Gareth Horne, Clyde and Co, Plaintiff James Farmer QC, Barrister, Defendant Sarah Armstrong, Nathaniel Walker and Emma Light, Russell McVeagh, Defendant	YES	DISCONTINUED 08/03/2021
CIV-2019-409-000712	Kirsten Gillespie and Michael McCormick and IAG New Zealand Limited v QBE Insurance (Australia) Limited and Avon Dickie Construction Limited	General Proceeding (Repairs)	Property at Moncks Spur Road, Redcliffs, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. The property was demolished and a rebuild contract was signed. The property failed a council inspection report and the plaintiffs claim negligence, breach of Consumer Guarantees Act, breach of Contract and seek judgment, interest and costs.	18/12/2019			Paul Smith and Rick Hargreaves, Duncan Cotterill, Plaintiffs Geoff Carter, Chapman Tripp, First Defendant Hugh Matthews, White Fox and Jones, Second Defendant	YES	DISCONTINUED 26/07/2023 Ready List Entry Date: 18/03/2020
CIV-2019-409-000709	IAG New Zealand as assignee of the rights of Colin Michael Lumb, Emma Elizabeth Lumb and Stephen George Packer and IAG New Zealand Limited and Colin Lumb, Emma Elizabeth Lumb and Stephen George Packer v QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Port Hills Road, Heathcote Valley, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. IAG elected to repair the property and contracted this out. Plaintiffs claim the repairs are defective and were not monitored correctly. Plaintiffs claim negligence, breach of the Consumer Guarantees Act, breach of contract and seek judgment, interest and costs.	18/12/2019			Chris Shannon and Cecilia Milne, Duncan Cotterill, Plaintiffs Geoff Carter and Garth Gallaway, Chapman Tripp, Defendant	YES	DISCONTINUED 03/04/2023

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CIV-2019-409-000695	Hamish John Bates and Diane Phillipa Bates as First Plaintiffs and Gregory Goddard West, Maureen Patricia West and HBS Trustees No 83 limited as trustees of the West Family Trust as Second Plaintiffs and Roger Francis Toshach and Susanne Mary Leeming as Trustees of the Leeming Family Trust v Farrell Commercial Construction Limited	General Proceeding (Repairs)	Properties at Cranmer Square, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG and Southern Response with Southern Response as the lead insurer. Properties were assessed as being repairable and a construction repair contract was signed with the defendant. Plaintiffs allege the repairs were defective and the construction contract was breached. Plaintiffs claim a loss of the cost to repair the allegedly defective repairs of 4811,005.94, interest and costs.	20/04/2020			David Friar, Bell Gully, Plaintiffs Sara Jamieson, Tavendale and Partners, Defendant	YES	DISCONTINUED 22/10/2021
CIV-2019-409-000654	Sharon Lee Te Kanawa v IAG New Zealand Limited and Buildtech Restorations Limited and QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Kawaau Crescent, Bromley, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. First defendant undertook to repair the property and engaged the second defendant to do this. Plaintiff claims the repairs are defective, there has been a breach of contract and negligence. Plaintiff seeks judgment, damages and interest.	14/11/2019			Grant Shand, Grant Shand Barristers, Plaintiff Paul Smith, Duncan Cotterill, First Defendant Paul Cowey, Parryfield Lawyers, Second Defendant Geoff Carter, Chapman Tripp, Third Party	YES	DISCONTINUED 26/08/2021 Ready List Entry Date: 01/12/2020 Fixture Date: 14/02/2022 Estimated Hearing Days: 10.0
CIV-2019-409-000647	AgResearch Limited v Vero Insurance New Zealand Limited and IAG New Zealand Limited and QBE Insurance Limited and QBE Insurance (Australia) Limited and ACS (NZ) Limited	General Proceeding	Property at Springs Road, Lincoln, Canterbury which includes nine buildings. Damaged as a result of the Canterbury Earthquake Sequence. Policy under the defendants with the lead insurer being the first defendant, IAG. A claim was made and the parties began commissioning report. The plaintiff says the repair methodology differs between the parties and seeks a declaration as to the correct methodology or alternatively judgment, damages, interest and costs.	20/11/2019			Susan Rowe, Buddle Findlay, plaintiff Cecily Brick and Andrew Durrant, FeeLangstone, all Defendants	YES	DISCONTINUED 07/07/2021
CIV-2019-409-000530	Stefan Ganev and Amanda Ganev v Southern Response Earthquake Services Limited	General Proceeding	Property at Happy Home Road, Westmorland, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Southern Response. The plaintiffs entered into a settlement agreement with the defendant for a fixed sum. However in the course of repairing the damage the plaintiffs claim the defendant misrepresented the scope of the damage which the plaintiffs say costs substantially more to repair. Plaintiffs seek judgment for misrepresentation and breach of contract, damages, costs and interest	17/09/2019			Karl Robinson and Tiffany Sauni:- Shine Lawyers, Plaintiffs Susan Rowe, Buddle Findlay, Defendant	YES	DISCONTINUED 23/09/2022
CIV-2019-409-000409	Robert Bernard Snow and Daphne Marie Snow v IAG New Zealand Limited and QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Mattingley Street, Aranui, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. A claim was lodged with IAG and IAG undertook repairs on the property via an agent. The plaintiffs claim the repairs are defective and will cost \$386,620 to remediate. Plaintiffs claim judgment, general damages, cost of temporary accommodation, interest and costs.	26/07/2019			Grant Shand, Barrister, plaintiffs Peter Leman and Matthew Booth, DLA Piper, Defendant Garth Galloway and Geoff Carter, Chapman Tripp, Third Party	YES	DISCONTINUED 23/07/2021 Ready List Entry Date: 15/05/2020
CIV-2019-409-000386	Sheree Dawn Hobbs, Glennis May Hobbs and Warwick Hobbs v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Quinns Road, Shirley, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Southern Response. The plaintiffs say claims were made with the defendants and some of the damage has been repaired. However not all of the damage has yet been repaired. Plaintiffs claim a breach of the Act against the first defendant and seek an order, general damages, costs and interest. Plaintiffs claim against the second defendant a declaration, costs and interest.	15/07/2019			Karl Robinson and Tiffany Sauni:- Shine Lawyers, Plaintiffs Susan Rowe, Buddle Findlay, Second Defendant	YES	DISCONTINUED 22/12/2020
CIV-2019-409-000347	Benjamin Kelly West and Tine Dahlmann and B K West Properties Limited v Vero Insurance New Zealand Limited	General Proceeding	Four properties, two at Huntsbury Avenue, Huntsbury and two at Wilding Street, St Martins, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Vero. Plaintiffs claim breach of contract and loss and seek a declaration, judgment, costs, interest and damages.	26/06/2019		TC after 1/10/2023	Chris Shannon, Duncan Cotterill, plaintiff Peter Hunt and Sandy Percival, McElroy's, defendant	NO	
CIV-2019-409-000342	Safia Margot Cockerell and Donal Duggan v AA Insurance Limited	General Proceeding	Property at Port Hills Road, Hillsborough, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under AA Insurance. Plaintiffs say the parties cannot agree on the repairs required to remedy the damage and claim a breach of contract and loss. Plaintiffs seek a declaration, judgment, general damages, interest and costs.	21/06/2019			Ayleath Foote, Duncan Cotterill, plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 25/09/2019
CIV-2019-409-000274	Canterbury Jockey Club Incorporated v IAG New Zealand Limited and Vero Insurance New Zealand Limited	General Proceeding	Property at Riccarton Park Racecourse, Sockburn, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under both IAG and Vero. The parties engaged in an expert determination process but this did not result in settlement of the claim. Plaintiff claims breach of the policy, breach of good faith and a breach of implied terms in the policy. Plaintiffs seek a declaration, damages for loss, interest and costs.	24/05/2019			Garth Galloway, Chapman Tripp, plaintiff Shane Swinerd, DLA Piper, first and second defendants	YES	DISCONTINUED 08/07/2020
CIV-2019-409-000176	Inico Limited v Tower Insurance Limited	General Proceeding	Property at Cashel Street, Christchurch Central. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Tower. Property was demolished and rebuilt. Plaintiff alleges the defendant has not paid the full replacement costs for the rebuild of the property. Plaintiff claims judgment, interest and costs.	9/04/2019			Emily Walton and Stephanie Woods, Wyn Williams, plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 22/12/2020
CIV-2019-409-000154	Tony Ray Somers and Jacqueline Gail Somers v IAG New Zealand Limited	General Proceeding	Property at Huntsbury Avenue, Huntsbury. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. Some monies have been paid already by both the defendant and EQC. The plaintiffs and the defendant have both had several reports done and the issues now revolved around costings. These proceedings were filed as the defendant declined to provide a further limitation extension. Plaintiff claims breach of the policy and good faith. Plaintiff seeks a declaration, judgment, costs, interest.	28/03/2019			Simon Munro, Anderson Lloyd, plaintiffs Hannah Stafford, DLA Piper, defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 30/09/2019
CIV-2019-409-000153	Body Corporate 63949 v Vero Insurance (NZ) Ltd	General Proceeding	Property at Hewitts Road, Merivale. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Vero. The plaintiff lodged a claim and EQC advised it was over the statutory cap. The defendant disputes this and no repairs have been undertaken. Plaintiffs claim the defendant is in breach of the policy and claim a declaration, interest and costs.	28/03/2019			Stuart Stock, White Fox Jones, plaintiffs Cecily Brick and Andrew Durant, Fee Langstone, defendant	YES	DISCONTINUED 11/09/2020

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CIV-2019-409-000152	Robert James Hull, Lucy Alison Atkinson and Peter Cranney as trustees of the Phineas Trust v Earthquake Commission and AA Insurance Limited	General Proceeding (Repairs)	Property at Cornwall Street, St Albans. Damaged as a result of the Canterbury Earthquake Sequence. Policy under AA Insurance. The property was onsold to the plaintiffs and an assignment of rights executed. The owners at the time of the Earthquakes lodged claims for the damage. EQC paid these and deemed one claim over cap. The plaintiffs claim the repairs were defective and seek a declaration that EQC is in breach of its statutory duties, damages and costs. The plaintiffs claim AA Insurance is in breach of its policy as they failed to properly assess, reinstate and repair all earthquake damage. The plaintiffs seek a declaration, damages, an order for temporary accomodation costs and costs from AA Insurance.	28/03/2019			Peter Woods and Lisa Taylor, Anthony Harper, plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Peter Hunt and Sandy Percival, McElroys, second defendant	YES	DISCONTINUED 10/03/2022
CIV-2019-409-000150	Arthur Bryden Sims Black and Catherine Vivienne Sherriff Black v Vero Insurance New Zealand Limited and IAG New Zealand Limited	General Proceeding	Property at Garden Road, Merivale, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under both Vero and IAG. Plaintiffs have been paid out by EQC and have begun architectural works for the repair and rebuild of the property and claim reimbursement of these professional fees from the defendants. No agreement on the scope of works has been reached and the plaintiffs seek a declaration as to the scope, costs and damages.	27/03/2019			Paul Cowey, Parry Field Lawyers, plaintiffs Peter Hunt and Emily Ferguson, McElroys, defendants	YES	DISCONTINUED 16/03/2021
CIV-2019-409-000121	Pierre Kickhefer and Patricia Kickhefer v Southern Response Insurance Services Limited	General Proceeding	Property at Chalfrod Street, Brooklands, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Southern Response who accepted the claim. A Design Rebuild Analysis has been completed but the parties do not agree on the repair methodology. Plaintiffs claim the defendant is in breach of the policy and their duty of good fath. Plaintiffs seek judgment or a declaration, damages and costs.	8/03/2019			Ben Walker, Canterbury Chambers, plaintiffs Susan Rowe, Nuddle Findlay, defendant	YES	DISCONTINUED 30/06/2020
CIV-2019-409-000118	Boris Eduardovich Trochine and Scott Anderson Massie v Earthquake Commission and Vero Insurance New Zealand Limited (Discontinued)	General Proceeding	Property at Purple Peak Road, Akaroa. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Vero. The plaintiffs made claims and subsequently repaired the earthquake damage themselves as agreement could not be reached between the parties. The plaintiffs claim judgment for the sum of their loss, additional costs accrued and a declaration alongside damages, costs and interest	8/03/2019			Chris Shannon and Sarah Henderson, Duncan Cotterill, plaintiffs Vincent Schumacher, Chapman Tripp, first defendant Peter Hunt and Rachel Scott, McElroys, second defendant	YES	DISCONTINUED 01/09/2020
CIV-2019-409-000116	Stephen William Barrow and Robert Wayne Seebeck v Earthquake Commission (Discontinued) and Vero Insurance New Zealand Limited	General Proceeding	Property at Worsleys Road, Cracroft, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Vero. While EQC considers the plaintiff's claim settled, the plaintiff disputes this and alledge EQC has breached its statutory obligations. The plaintiffs lodged two claims with Vero. One claim has been accepted by Vero, another has not. The plaintiff claims Vero has breached its contract and claim the sum of loss, interest and costs.	6/03/2019			Ben Russell, Lane Neave, plaintiffs Cecily Brick, Fee Langstone, Second Defendant	YES	DISCONTINUED 08/06/2021
CIV-2019-409-000100	Body Corporate 328564 v Vero Insurance New Zealand Limited	General Proceeding	Property at Durham Street, Central City. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Vero. A claim was made with Vero who accepted the claim. The parties have instructed experts who have done independent reports and have conferred. To date, the parties are unable to agree upon a scope of works. The plaintiff seeks a declaration and costs.	27/02/2019			Stephen Rennie, Rhodes and Co, plainiffs Peter Hunt and Sandy Percival, McElroys, Defendant	YES	JUDGMENT - DEFENDED HEARING 19/10/2022 Ready List Entry Date: 05/08/2020
CIV-2019-409-000099	Susan Elizabeth Bryden v IAG New Zealand Limited	General Proceeding	Property at Scarborough Road, Sumner. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. The plaintiff made claims with EQC that have been settled. The plaintiff and defendant have been unable to agree upon a scope of works for the repairs. The plaintiff claims a breach of the policy and seeks a declaration, damages and interest.	28/02/2019		Fixture, 10 days on 31/07/2023 JSC on 04/07/2023	Jai Moss and Gary Davis, St Asaph Chambers, plaintiffs Peter Leman, DLA Piper, Defendant	YES	DISCONTINUED 25/07/2023 Ready List Entry Date: 11/07/2022 Fixture Date: 31/07/2023 Estimated Hearing Days: 10.0
CIV-2019-409-000098	Paul Richard Johns and Susan Mary Johns v Holloway Builders Limited and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Sedgemoor Close, Burwood, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. Holloway Builders Limited did the repairs to the property which were subsequently issued with a code of compliance. The plaintiff's alledge the repairs are defective and claim breach of contract, negligence, breach of s.28 Consumer Guarantees Act 1993, breach of duty of good faith and declarations.	28/02/2019			Tyler Brown, Saunders Robinson Brown, plaintiffs Charles Henley, DLA Piper, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 04/11/2019
CIV-2019-409-000097	Jillian Therese Coats and Graeme Bruce Coats v FMG Insurance Limited	General Proceeding	Property at Stratford Street, Merivale. Damaged as a result of the Canterbury Earthquake Sequence. Policy under FMG Insurance Limited. The plaintiffs lodged a claim that was accepted by the defendant. The plaintiffs alledge the defendant has failed to scope the repair of the property properly and that significant work is required to reinstate the property to the policy standard.	28/02/2019			Ben Walker- Canterbury Chambers, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 26/10/2022
CIV-2019-409-000091	Leif James Park and Sarah Ruth Armstrong-Park v Christchurch City Council and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Marine Parade, North New Brighton. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. A claim was made and repairs were undertaken. The Chirstchurch City Council signed off on the repairs. The plaintiffs claim since June 2013 there have been leaks in the exterior of the building. Plaintiffs claim negligence, breach of contract, breach of s28 Consumer Guanratees Act 1993 and seek damages, interest and costs.	25/02/2019			Melissa Barcoski, Saunders Robinson Brown, Plaintiffs Sarah Macky, Heaney Partners, First Defendant Paul Smith and Dana Beissel	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 09/12/2019
CIV-2019-409-000039	Aniseed Limited v IAG New Zealand Limited	General Proceeding	Property at Rhodes Street, Merivale. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. Plaintiffs received a pay-out from EQC. Both the plaintiff and defendant have obtained differing scope's of works. The plaintiff claims the defendant's scope of works would not comply with the defendant's obligations under the policy. The plaintiff claims a breach of contract, declaration, damages, interest and costs.	30/01/2019		TC after 10/11/2023	G Gallaway and E Whiteside, Chapman Tripp, Plaintiffs Catherine Jamieson and Daniel Weatherley, Young Hunter, Defendant	NO	
CIV-2019-409-000038	Michael Jeremy Poff and Clare Jane Docherty as trustees of the Kia Kaha Trust v IAG New Zealand Limited	General Proceeding	Property at McGregors Road, Linwood. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. EQC determined the claim is over cap and IAG have not yet settled the claim. Plaintiffs claim the building should be rebuilt and that IAG have breached the policy. Plaintiffs seek a declaration, general damages and costs.	29/01/2019			P Woods and L Taylor, Anthony Harper, Plaintiffs Sara Battersby, DLA Piper, Defendant	YES	DISCONTINUED 17/07/2023 Ready List Entry Date: 03/08/2022 Fixture Date: 04/09/2023 Estimated Hearing Days: 5.0
CIV-2019-409-000016	Matthew James Terry and Kiri Jane Terry v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Sawyers Arms Road, Bishopdale. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. Plaintiffs made a claim with EQC following the Canterbury Earthquakes. In 2014 EQC repaired the property as specified in the scope of works. Plaintiffs alledge the repairs failed to properly repair the damage. Plaintiffs claim EQC breached its obligations under the Act and IAG breached its obligations to repair the house to the standard set out in the policy.	10/01/2019			E Farrell and K Robinson, Shine Lawyers, Plaintiffs Briony Davies, MinterEllisonRuddWatts, First Defendant Catherine Jamieson, Young Hunter, Second Defendant	YES	DISCONTINUED 30/11/2020
CIV-2019-409-000006	Janenette Lee Taylor v Tower Insurance Limited	General Proceeding	Property at Weir Place, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Tower. Plaintiff lodged claims that were accepted by the defendant. Plaintiff claims the defendnat has refused to meet its obligations under the policy by not settling the plaintiffs claim. The plaintiff claims judgement of remediation costs of \$669,591.34, temporary accomodation expenses of \$15,000.00, General dagaes, interest and costs.	21/12/2018			Grant Shand, Grant Shand Barristers and Solicitors, Plaintiff Sarah Alawi, Gilbert Walker, Defendant	YES	DISCONTINUED 09/06/2020

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CIV-2019-404-002588	Kenneth Barclay Amsden and Linda Ellen Amsden v IAG New Zealand Limited and QBE Insurance (Australia) Limited and MSC Consulting Group Limited and Ministry of Architecture + Interiors Limited	General Proceeding (Repairs)	Property at Assisi Street, Mount Pleasant, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. IAG elected to repair the property and contracted this out. Plaintiffs claim scoping, design and project management errors which have led to defects and loss. Plaintiffs claim negligence, breach of Consumer Guarantees Act and seek judgment, interest and costs.	21/11/2019		TC after 29/08/2023	Brad Cuff and Charles Henley, DLA Piper, Plaintiff Garth Galloway, Chapman Tripp, First Defendant Richard Flinn, Wooton Kearney, Second Defendant Helen Smith, Simpson Grierson, Third Defendant	NO	
CIV-2018-409-000856	Phyllis Mary McClintock v Vero Insurance New Zealand Limited and Earthquake Commission and Image Construction Limited	General Proceeding (Repairs)	Property at Godley Drive, Scarborough. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Vero. Plaintiff made claims with EQC but allege the Third Defendant did not repair all contained in EQC's scope. Plaintiff also alleges the EQC repairs were insufficient to remediate the property. Plaintiff claims repair costs, declaration, costs and interest against the defendants.	20/12/2018		Fixture, 10 days, after 03/08/2022	G Ryan, White Fox Jones, Plaintiff Peter Hunt, McElroys, First Defendant Briony Davies, MinterEllisonRuddWatts, Second Defendant Ayleath Foote, Duncan Cotterill, Third Defendant	YES	DISCONTINUED 08/09/2022
CIV-2018-409-000855	Flow Developments Limited v Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Lascelles Street, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Southern Response Earthquake Services Limited who elected to repair the house to an "as new" standard. The plaintiff purchased the house from the original insured accompanied by a deed of assignment. The repairs were completed. Plaintiff alleges defendant has breached the policy as the repairs were not to an "as new" standard. Plaintiffs claim declaration, costs and interest.	21/12/2018			S Bevin, Cavell Leitch, Plaintiffs David Friar, Bell Gully, Defendant	YES	DISCONTINUED 10/10/2019
CIV-2018-409-000842	Jason Lasini and Ainsley Fleur Lasini v Earthquake Commission (Discontinued) and Vero Insurance New Zealand Limited	General Proceeding	Property at Shortland Street, Wainoni. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Vero. Plaintiffs allege EQC scope of works does not meet EQC's obligations under the Act. Plaintiffs claim damages, costs and interest against EQC. Plaintiffs allege Vero has breached its obligations under the Policy and the plaintiffs have subsequently suffered loss. Plaintiffs claim an order for specific performance or a declaration, costs and interest.	7/12/2018			Tandy Gwaze-Musesengwa & Karl Robinson, Shine Lawyers, Plaintiff, Nathaniel Walker, Russell McVeagh, First Defendant Sandy Percival, McElroys, Second Defendant	YES	DISCONTINUED 07/07/2021
CIV-2018-409-000841	Christopher Peter Miles and Lana Dianne Docherty v Earthquake Commission and Tower Insurance Limited (Discontinued)	General Proceeding	Property at Williams Street, Kaiapoi. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Tower Insurance Limited. Plaintiff made a claim with the Earthquake Commission but alleges EQC's scope of works breaches its obligations under the Act. Plaintiff claims damages, costs, general damages and interest against EQC. Plaintiff alleges the second defendant has breached its obligations under the policy. Plaintiff claims an order for specific performance or a declaration, costs and interest against Tower Insurance Limited.	7/12/2018			Tandy Gwaze-Musesengwa & Karl Robinson, Shine Lawyers, Plaintiff; Briony Davies, MinterEllisonRuddWatts, First Defendant Lucy McGillivray and Matthew Harris, Gilbert Walker, Second Defendant	YES	DISCONTINUED 19/04/2021
CIV-2018-409-000840	Kingfisher Blue Trustee Limited v Earthquake Commission and Ansvr Insurance Limited	General Proceeding	Property at Estuary Road, New Brighton. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Ansvr Insurance Limited. Claims lodged with EQC but plaintiff claims EQC's scope of works does not meet EQC's obligations under the Act. Plaintiff claims damages, costs and interest against EQC. The plaintiff claims Ansvr have breached their obligations under the policy and claim the difference between the maximum payable under EQC and the amount payable under the policy. Plaintiff seeks a declaration, costs and interest against Ansvr.	6/12/2018			Tandy Gwaze-Musesengwa and Karl Robinson, Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant	YES	DISCONTINUED 03/12/2019
CIV-2018-409-000839	IAG New Zealand Limited, as assignee of the rights of Stanley Neville Ronald Gane and Julian Mary Gane; Marion Gwenneth Archer and Andrew Forbes Davidson; Jacquelin Lowe as executor of the estate of Marjorie Isabel Apperley and IAG New Zealand Limited and Stanley Neville Ronald Gane and Julian Mary Gane; Marion Gwenneth Archer and Andrew Forbes Davidson; Jacquelin Lowe as executor of the estate of Marjorie Isabel Apperley v Kirk Roberts Consulting Engineers Limited and Site Solutions (2013) Limited and Christchurch City Council and Civil Construction Limited and QBE Insurance (Australia) Limited and Andrew John Bannock	General Proceeding (Repairs)	Property at Main Road, Mt Pleasant. Damaged as a result of the Canterbury Earthquake Sequence. Policy with IAG. The insured customers of IAG made claims under their respective policies and later assigned their rights to IAG. The defendant's were contracted to repair the property. The plaintiff claims a total of twelve causes of action against the defendant's including negligence, negligent misstatement, breach of the Consumer Guarantees Act and breach of contract. Plaintiffs seek judgment for losses incurred, interest and costs.	6/12/2018		Fixture, 6 weeks on 29/04/2024	Paul Smith and Dana Beissel, Duncan Cotterill, Plaintiffs Michael Parker, Parker Cowan, First Defendant Tony Johnson, Martelli McKegg, Second Defendant Sarah Macky, Heaney Partners, Third Defendant Riki Donnelly, Preston Russel Law, Fourth Defendant Scott Galloway, Hazelton Law, Fifth Defendant Ben Russell and Mike King, Lane Neave, Sixth Defendant	NO	Ready List Entry Date: 11/08/2021
CIV-2018-409-000829	L Strang Properties Limited and Lindsay John Strand and Genevieve Strang v Earthquake Commission and AA Insurance Limited	General Proceeding (Repairs)	Property at Bishop Street, St Albans, Christchurch. Damaged as a result of the Canterbury Earthquake sequence. Policy under AA Insurance Limited. Repairs were completed by EQC to the property in 2012 but plaintiffs allege the repairs do not address the earthquake damage, the cost of the repairs is overcap. Consequently plaintiffs claim the first defendant is in breach of its statutory duty and the second defendant is in breach of the policy. Orders seeking relief under the EQC Act 1993 and the Policy are sought.	30/11/2018			S Rennie, Rhodes and Co, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Emily Ferguson, McElroys, Second Defendant	YES	DISCONTINUED 17/10/2019
CIV-2018-409-000817	Wayne Peter Sanderson, Gary Neil Sanderson and Paul Joseph Rutledge as trustees of the No Money No Honey Family Trust v IAG New Zealand Limited and Vero Insurance New Zealand Limited and Allianz New Zealand Limited	General Proceeding (Repairs)	Property at Dalziel Place, Christchurch. Damaged as a result of the Canterbury Earthquake sequence. Policy under IAG (47.5%), Vero (35%) and Allianz (17.5%). The plaintiff made a claim after the Canterbury Earthquake Sequence which was accepted. The defendant's engaged Hawkins to project manage the repairs. The plaintiffs claim the repairs were insufficient to properly remediate the damage in accordance with the policy. The plaintiffs seek judgment by way of a declaration the defendant's are liable to pay the cost of correcting the repairs and damages, interest and costs for the defendants alleged breach of good faith.	15/11/2018		Fixture, 4 weeks, after 26 August 2024	G Ryan, White Fox Jones Lawyers - plaintiffs Nick Lang and Aaron Sheriff, Duncan Cotterill, defendants Simon Munro and Charlotte O'Brien, Anderson Lloyd, fourth and sixth defendants	NO	

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CIV-2018-409-000764	Gary Neil Sanderson, Paul Joseph Rutledge and Thi Bac Nguyen and Gary Neil Sanderson v Tower Insurance Limited	General Proceeding	Property at Tuawera Terrace, Clifton. Damaged as a result of the Canterbury Earthquake Sequence. Policy under Tower. Plaintiffs allege defendant has not paid the present day value of the improvements as elected under the policy and has not accepted all the repair works are necessary. Plaintiffs claim a declaration, interest and costs.	2/11/2018			G Ryan, White Fox and Jones, Solicitor, Plaintiffs Peter Whiteside QC, Barrister, Plaintiffs M Smith, Gilbert Walker, Defendant	YES	DISCONTINUED 08/04/2021
CIV-2018-409-000750	Rose St Clair Limited v AA Insurance Limited	General Proceeding	Property at Gloucester Street, Linwood. Damaged as a result of the Canterbury earthquake sequence. Policy under AA Insurance Limited. The plaintiff says the defendant has accepted the plaintiff's claim but it has failed/refused to settle the claims in full. The plaintiff seeks judgment for the cost to reinstate the house (including professional fees and demolition less any payments made by EQC) or alternatively, a declaration that the defendant is liable to pay to the plaintiff the full replacement cost of repairing or rebuilding the house to an as new condition and judgment for \$20,000 for loss of rent (plus costs and interest).	31/10/2018			Jared Higby:- St Asaph Chambers, Plaintiff Grant Smith:- Canterbury Legal, Plaintiff Alan Sherlock, Hesketh Henry, Defendant	YES	DISCONTINUED 15/12/2020
CIV-2018-409-000747	Casa Dei Bambini Educational Trust v Vero Insurance New Zealand Limited	General Proceeding	Property at River Road, Richmond. Damaged as a result of Canterbury earthquake sequence. Policy under Vero. The plaintiff says the progress payment made by the defendant does not fully indemnify the plaintiff for the earthquake damage to the property and seek special damages for the cost of reinstatement to repair damage caused by the February 2011 earthquake and the same for the June and December 2011 earthquakes (plus general damages, interest and costs). The plaintiff says the policy contains an implied term that the defendant has an ongoing duty of good faith to the plaintiff and that the defendant has breached that duty. The plaintiff seeks an order that the defendant specifically performs the terms of the policy including by paying the plaintiff the cost of reinstatement of damage caused by the February and June and December earthquakes or alternatively special damages for the same amount and general damages (plus interest and costs).	30/10/2018			Miranda Gray and Helen Smith:- Simpson Grierson, Plaintiff Cecily Brick, Fee Langstone, Defendant	YES	DISCONTINUED 20/09/2019
CIV-2018-409-000746	Paul Simeon Wilson v Earthquake Commission and Tower Insurance Limited	General Proceeding (Repairs)	Property at Gamblins Road, St Martins. Damaged as a result of Canterbury earthquake sequence. Policy under Tower. Plaintiff obtained house ownership in October 2012. The plaintiff says the first defendant has breached the EQC Act as it has failed to indemnify the plaintiff as required by the Act. The plaintiff seeks an order that the first defendant pay damages in the amount required to repair the house and \$25,000 general damages (plus costs) and interest. The plaintiff says the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the policy standard is a breach of its policy obligations. The plaintiff seeks an order that the second defendant specifically perform its duties pursuant to the policy by paying the cost when incurred to repair the house or alternatively a declaration that the second defendant must pay the cost when incurred (plus costs and interest).	30/10/2018			Tiffany Sauni and Karl Robinson:- Shine Layers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris, Gilbert Wakker, Second Defendant	YES	DISCONTINUED 24/10/2019
CIV-2018-409-000739	Alice Noelle Shannon and Erik Carlton Ellis v IAG New Zealand Limited	General Proceeding	Property at Tuawera Terrace, Clifton. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say they relied on representations made by the defendant, the defendant departed from the representations and that it was unconscionable to do so. The plaintiffs seek a declaration that the representations are enforceable, that the defendant is required to cash settle the claim in the amount of the cost to reinstate the house and judgment in the sum of \$3,964,090.30. The plaintiffs further seek a declaration that the defendant is liable to pay the cost incurred by the plaintiffs in rebuilding the house to a condition as similar as possible to when new plus other costs and \$20,000 general damages.	29/10/2018		heard alongside CIV-2018-409-000739 Alice Noelle Shannon and Erik Carlton Ellis v IAG New Zealand Limited	Peter Woods and Lisa Taylor:- Anthony Harper, Plaintiffs Brad Cuff, CLA Piper, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 12/02/2020
CIV-2018-409-000738	Richmond Hill Holdings Limited v IAG New Zealand Limited and Alice Noelle Shannon and Erik Carlton Ellis v IAG New Zealand Limited	General Proceeding	Property at Richmond Hill Road, Redcliffs. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says it relied on representations made by the defendant, the defendant departed from the representations and that it was unconscionable to do so. The plaintiff seeks a declaration that the representations are enforceable, that the defendant is required to cash settle the claim in the amount of the cost to reinstate the house and judgment in the sum of \$5,366,945.05. The plaintiff further seeks a declaration that the defendant is liable to pay the cost incurred by the plaintiff in rebuilding the house to a condition as similar as possible to when new and judgment for loss of rental income (plus interest and costs).	29/10/2018			Peter Woods and Lisa Taylor, Anthony Harper, Plaintiffs Brad Cuff and Charles Henley, DLA Piper, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 12/02/2020
CIV-2018-409-000696	Janice Adelaide Methven v Vero Insurance New Zealand Limited	General Proceeding	Property at Rockinghorse Road, Southshore. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiff says that the defendant agreed to pay the cost of rebuilding or repairing the damaged portions of the property and that the defendant has breached its policy by failing or refusing to provide an appropriate repair strategy, failing/refusing to pay for alternative accommodation costs and failing to make a cash settlement offer. The plaintiff seeks a declaration that the defendant is liable to pay to the plaintiff the cost of reinstating the property and up to \$25,000 for alternative accommodation costs or judgment for the same and judgment for costs and \$25,000 for general damages (plus interest and costs).	25/09/2018			Jonathan Forsey and Stephanie Mann:- Duncan Cotterill, Plaintiff Peter Hunt and James Heard, McElroy's, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 22/11/2019
CIV-2018-409-000694	David James Alexander, Katrina Jane Alexander and Estuary Trustees Limited as trustees of the Daka Trust v Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Quarry Road, Mount Pleasant. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. Plaintiffs purchased property in April 2015 and entered into Deed of Assignment transferring EQC claims from the previous owners to the plaintiffs. Repair work was undertaken on behalf of the defendant prior to plaintiffs purchasing property. The plaintiffs say the defendant is in breach of its policy obligations as the repair works were not carried out in accordance with the policy. The plaintiffs wish to reinstate the earthquake damage in accordance with their entitlements as assignees of the claims. The plaintiffs seek a declaration that the claims have been validly assigned to the plaintiffs, that the defendant will pay the costs incurred in repairing the property, an order for payment of temporary accommodation costs and general damages (plus interest and costs).	25/09/2018			Peter Woods and Lisa Taylor: Anthony Harper, Plaintiffs Peter Leman and Jeremy Thomson:- DLA Piper, Defendant	YES	DISCONTINUED 13/08/2020

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CIV-2018-409-000692	Matthew Stuart Vaughan and Deborah Julie Knudson Vaughan as trustees of the Vaughan Family Trust v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Leinster Road, Merivale. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. Repair work undertaken on behalf of first defendant in February 2015. Plaintiffs say repairs were incomplete and defective and that the first defendant is in breach of its policy obligations as a result. The plaintiffs seek a declaration that the first defendant is liable to reinstate the inadequate repairs (amongst other declarations), an order for alternative accommodation costs and legal fees (plus costs and interest). The plaintiffs say the second defendant failed to accept the claim in a timely manner (amongst other alleged failures). The plaintiffs seek a declaration that if the statutory cap applies to the EQC claims, and if those claims are deemed to be overlap, the second defendant is liable to pay the cost incurred by the plaintiffs in rebuilding/repairing the damaged portion of the home, payment of certain costs including alternative accommodation and general damages (plus costs) against both defendants.	25/09/2018			Peter Woods and Lisa Taylor: Anthony Harper, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Peter Leman, DLA Piper, Second Defendant	YES	DISCONTINUED 17/09/2019
CIV-2018-409-000681	Gary Arthur McNaughton and Gayle Louise McNaughton v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Kensington Avenue, Mairerhau. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The plaintiffs say the first defendant has breached its policy obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) plus costs and interest. The plaintiffs say the failure by the second defendant to agree to reinstate the property to the standard required by the policy is a breach of its obligations. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house when incurred (plus interest and costs).	14/09/2018			Karl Robinson:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell and Becky Morris:- Bell Gully, Second Defendant	YES	DISCONTINUED 29/11/2019
CIV-2018-409-000654	David Michael Bennett and Sarah Jane Byrne as trustees of the David Bennett and Sarah Byrne Family Trust v Earthquake Commission and Medical Assurance Society New Zealand and Medical Insurance Society Limited	General Proceeding (Repairs)	Property at Plynilmon Road, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under Medical Assurance Society. Deed of Assignment signed January 2016 assigning plaintiffs all benefits under original claims. The plaintiffs say the first defendant's repair works were incomplete and incompetent. Further damage in 14 February 2016 earthquake. The plaintiffs say the defendants have breached their statutory and policy obligations and seek judgment in the sum of reinstatement costs(to be determined at trial) (plus interest and costs) from each defendant. Alternatively, the plaintiffs say the first defendant was negligent in its breach of its duty of care to the plaintiffs and seek judgment in the sum of the balance of the reinstatement costs (plus costs and interest) against the first defendant.	4/09/2018			Simon Munro and Rachel Pfahler:- Anderson Lloyd, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Andrew Home and Olivia De Pont:- Minter Ellison, Second Defendant	YES	DISCONTINUED 06/04/2022
CIV-2018-409-000651	Karen Gale Goodman v IAG New Zealand Limited and Buildtech Restorations Limited	General Proceeding (Repairs)	Property at Endeavour Street, North New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. Second defendant was engaged by the plaintiff to undertake building works to the property pursuant to the policy. The plaintiff says the first defendant has been notified of the inadequate repairs but has rejected any liability and has failed/refused to discharge its obligations to the plaintiff under the policy (amongst other alleged failures). The plaintiff seeks judgment for the sum to repair the home to an as new condition or alternatively a declaration that the first defendant must perform its obligations under the policy and repair the home to an acceptable standard plus \$20,000 general damages (and interest and costs) against the first defendant. The plaintiff says the second defendant breached its repair contract by completing the works to a poor standard of workmanship (amongst other alleged failings). The plaintiff seeks judgment for the amount to repair the damage attributed to poor workmanship and \$10,000 general damages (plus costs).	31/08/2018			Holly Weston:- Canterbury Legal, Plaintiff David Ballantyne:- Counsel instructed for plaintiff Brad Cuff/Linda Hui:- DLA Piper, First Defendant Alex Summerlee/Paul Cowey: Parry Field Lawyers, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 03/02/2020
CIV-2018-409-000650	Mervyn O'Brien and Alison Lee v Southern Response Earthquake Services Limited	General Proceeding	Property at Beatties Road, Rangiora. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The plaintiffs say the defendant is in breach of its obligations under the policy by paying the plaintiffs nothing to settle the claim (amongst other alleged breaches). The plaintiffs seek reinstatement costs of \$506,261.50 and \$50,000 general damages (plus interest and costs) against the defendant.	3/09/2018			Grant Shand:- Plaintiffs Susan Rowe, Buddle Finlay, Defendant	YES	DISCONTINUED 19/12/2018
CIV-2018-409-000648	Istvan Temesvari, Carol Anne Hannagan and Brendan James Callaghan v Southern Response Earthquake Services Limited	General Proceeding	Property at Ensors Road, Opawa. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant has failed/refused to meet its obligations under the policy by failing to propose a remediation strategy to remediate the house to an "as new" condition (amongst other alleged breaches) and seek reinstatement costs and general damages (plus interest and costs) against the defendant. Alternatively, the plaintiffs seek a declaration that the defendant is liable to pay to the plaintiffs the full replacement costs of remediate the house to an as new condition and general damages (plus costs and interest).	3/09/2018			Grant Shand:- Plaintiffs David Friar and Morgan Powell - Bell Gully, Defendants	YES	DISCONTINUED 29/04/2021
CIV-2018-409-000645	Louise Margaret Deans v Tower Insurance Limited	General Proceeding	Property at Shelley Street, Sydenham. Damaged as a result of the Canterbury earthquake sequence. Policy under Tower. The plaintiff says the defendant's conduct has breached its duty to act in good faith by failing to accept the recommendations and scope of works, by providing an inadequate repair figure amongst other failures. The plaintiff seeks a declaration that the defendant is obliged to arrange for the repair of the home in accordance with the plaintiff's report, \$15,000 for temporary accommodation costs, general damages and professional fees (plus costs).	23/08/2018			Tony Herring:- Mortlock McCormack, Plaintiff Peter Whiteside QC, Counsel for Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 05/09/2019
CIV-2018-409-000641	Busta Investments Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Jellicoe Street, New Brighton. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The plaintiff says the failure by the defendant to agree to reinstate the property to the standard required under the policy is a breach of its obligations and seek an order the defendant specifically perform its duties pursuant to the policy by paying the costs when incurred to repair the house or a declaration that the second defendant must pay the costs when incurred of repairing the house (plus costs and interest).	30/08/2018			Tandy Gwaze-Musesengwa/ Karl Robinson:- Shine Lawyers, Plaintiff Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 12/09/2019

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CIV-2018-409-000640	Peter Colin Banks and Jill Marie Banks v Earthquake Commission (Discontinued) and Southern Response Earthquake Services Limited	General Proceeding	Property at Warrington Street, Saint Albans. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The Plaintiffs say the first defendant has breached its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act and seek an order that the first defendant pays damages in the sum of \$115,000 (per earthquake event) (plus costs and interest). The plaintiffs say the failure by the second defendant to agree to pay the costs when incurred to reinstate the house is a breach of its policy obligations and seek an order for specific performance or a declaration that the second defendant must pay the costs when incurred (plus costs and interest).	30/08/2018			Eoin Farrell and Karl Robinson:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell, Bell Gully, Second Defendant	YES	DISCONTINUED 19/03/2020
CIV-2018-409-000639	Pauline Warren and Peter Warren v Earthquake Commission and Tower Insurance Limited	General Proceeding	Property at Wainoni Road, Avondale. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Tower. The Plaintiffs say the first defendant has breached its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act and seek an order that the first defendant pays damages in the sum of \$115,000 (per earthquake event) (plus costs and interest). The plaintiffs say the failure by the second defendant to agree to pay the costs when incurred to reinstate the house is a breach of its policy obligations and seek an order for specific performance or a declaration that the second defendant must pay the costs when incurred (plus costs and interest).	30/08/2018			Eoin Farrell/Karl Robinson:- Shine Lawyers, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 29/10/2018
CIV-2018-409-000638	Aaron John Fear-Ross, Andrea Fear-Ross and Landley Trustees Limited as trustees of the AJ and A Fear-Ross Family Trust v Earthquake Commission (Discontinued) and Southern Response Earthquake Services Limited	General Proceeding	Property at Aylmer Street, Somerfield. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The Plaintiffs say the first defendant has breached its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act and seek an order that the first defendant pays damages in the sum of \$115,000 (per earthquake event) (plus costs and interest). The plaintiffs say the failure by the second defendant to agree to pay the costs when incurred to reinstate the house is a breach of its policy obligations and seek an order for specific performance or a declaration that the second defendant must pay the costs when incurred (plus costs and interest).	30/08/2018			Peter Woods, Anthony Harper, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Annie Cao, Buddle Findlay, Second Defendant	YES	DISCONTINUED 24/05/2021
CIV-2018-409-000637	Robinson Rentals Limited v Earthquake Commission (Discontinued) and Southern Response Earthquake Services Limited	General Proceeding	Property at Smith Street, Woolston. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The plaintiff says the first defendant has breached its obligations as it has failed to indemnify the plaintiff as required by the EQC Act and seek an order that the first defendant pays damages in the sum of \$115,000 (per earthquake event) (plus costs and interest). The plaintiff says the failure by the second defendant to agree to pay the costs when incurred to reinstate the house is a breach of its policy obligations and seek an order for specific performance or a declaration that the second defendant must pay the costs when incurred (plus costs and interest).	30/08/2018			Tandy Gwaze-Musesengwa/Karl Robinson:- Shine Lawyers, Plaintiff Hayden Wilson, Dentons, First Defendant Morgan Powell, Bell Gully, Second Defendant	YES	DISCONTINUED 06/10/2020
CIV-2018-409-000636	Nanu Fakir, Dipikaben Nanu Fakir, Minal Fakir and Minesh Nanu Fakirnanu Ravji Fakir v Earthquake Commission (Discontinued) and Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Linwood Avenue, Bromley. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. Repairs carried out and supervised by first defendant. Plaintiffs say the repairs were inadequate. The plaintiffs further say the first defendant has breached its policy obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) plus costs and interest. The plaintiffs say the failure by the second defendant to agree to reinstate the property to the standard required by the policy is a breach of its obligations. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house when incurred (plus interest and costs).	30/08/2018			Karl Robinson:- Shine Lawyers, Plaintiffs John Knight and Vincent Schumacher: First Defendant Morgan Powell, Bell Gully, Second Defendant	YES	DISCONTINUED 12/07/2019
CIV-2018-409-000635	Fleur McGuire, James Andrew McGuire and Michael Clarence Walker and Mortlocks Lawyers Trustees 2015 Limited as trustees of the Andrew McGuire Trust v Medical Assurance Society New Zealand and Medical Insurance Society Limited	General Proceeding	Property at Leinster Road, Merivale. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under defendants. The plaintiffs say the failure by the first defendant to pay the cost when incurred to reinstate the property is a breach of its obligations under the policy and that the first defendant is liable either as a contracting party or as a principal for the breach by the second defendant and seek an order for specific performance or a declaration that the first defendant must pay the cost when incurred of repairing the house (plus costs and interest). The plaintiffs say the failure by the second defendant to pay the cost when incurred to reinstate the property is a breach of its obligations under the policy and seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred of repairing the house (plus costs and interest).	30/08/2018			Eoin Farrell/Karl Robinson:- Shine Lawyers, Plaintiffs Andrew Horne/Olivia de Pont: Minter Ellison Rudd Watts, Defendants	YES	DISCONTINUED 04/11/2021
CIV-2018-409-000634	Carol Ann Caldwell, Charles Martin Fleischmann and Simon Leonard Price as trustees of the Caldwell Family Trust and as trustees of the Fleischmann Family Trust and as partners of the Caldwell and Fleischmann Trust Partnership v Southern Response Earthquake Services Limited	General Proceeding	Property at Stambidge Place, Cashmere. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The plaintiffs say the defendant accepted the claim regarding the earthquake damage to the property but is in breach of the policy as it has failed/refused to pay the first plaintiffs and/or the second plaintiffs the cost of reinstating the damaged portions of the house (amongst other alleged breaches). The plaintiffs seek a declaration as to the scope of work and cost to replace or repair the house; a declaration that the dwelling is uneconomic to repair; judgment for the cost to replace/reinstate the dwelling, or a declaration that the defendant is liable to pay the cost of replacing or reinstating the house (plus costs and interest).	30/08/2018		JSC on 22/08/2023	Pip Allan, Malley and Co:- Plaintiffs Morgan Powell/Sophie East:- Defendant	NO	
CIV-2018-409-000632	Tony Alwyn Blanchet and Michelle Mary Lillian Blanchet v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Heathvale Place, Heathcote Valley. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the first defendant has breached its policy obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) plus costs and interest. The plaintiffs say the failure by the second defendant to agree to reinstate the property to the standard required by the policy is a breach of its obligations. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house when incurred (plus interest and costs).	30/08/2018			Eoin Farrell/Karl Robinson:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell/Gabriella Garcia:- Bell Gully, Second Defendant	YES	DISCONTINUED 16/06/2020

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CIV-2018-409-000631	Lyndsay Paul Morris v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Bassett Street, Burwood. Damaged as a result of 4 September 2010, 22 February 2011 and 23 December 2011 Canterbury earthquakes. Policy under AMI. The plaintiff says the first defendant has breached its obligations as it has failed to indemnify the plaintiff as required by the EQC Act and seek an order that the first defendant pays damages in the sum of \$115,000 (per earthquake event) (plus costs and interest). The plaintiff says the failure by the second defendant to agree to pay the costs when incurred to reinstate the house is a breach of its policy obligations and seek an order for specific performance or a declaration that the second defendant must pay the costs when incurred (plus costs and interest).	30/08/2018			Tiffany Sauni/Karl Robinson:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell/Simone Cooper:- Bell Gully, Second Defendant	YES	DISCONTINUED 09/06/2020
CIV-2018-409-000630	Azeen Tashakkor and Farid Tashakkor v IAG New Zealand Limited	General Proceeding	Property at Wairakei Road, Bryndwr. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant's proposed scope of works is not in accordance with the standard of repair set out in the policy and that the cost of reinstatement will be significantly higher than the estimated cost in the defendant's scope of works. The plaintiffs seek a declaration that the defendant is liable to pay the cost incurred by the plaintiffs in repairing/rebuilding the house (including foundation works) amongst other declarations sought, general damages (and costs).	30/08/2018			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Ian Hunt:- Young Hunter, Defendant	YES	DISCONTINUED 10/12/2018
CIV-2018-409-000629	John Paul Spearing and Heather Margaret Spearing v IAG New Zealand Limited	General Proceeding	Property at Harry Ell Drive, Cashmere. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has completed a scope of works which priced the total repairs to the property at \$326,999.86 and that a cash settlement offer was made to the plaintiffs of \$265,766.02 but in June 2018 the defendant told the plaintiffs the offer was no longer available and set out its process for reinstatement. The plaintiffs say the defendant's proposed scope of works is not in accordance with the standard of repair set out in the policy and that the cost of reinstatement will be significantly higher than the estimated cost in the defendant's scope of works. The plaintiffs seek a declaration that the defendant is liable to pay the cost incurred by the plaintiffs in repairing/rebuilding the house (including foundation works) amongst other declarations sought, general damages (and costs).	29/08/2018		TC after 15/08/2023	Self-represented, plaintiffs (assistance from Community Law) Peter Hunt:- McElroys, Defendant	NO	
CIV-2018-409-000627	Patrick Alexander Beaton and Christine Kaiata Ariki John v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Avonside Drive, Avonside. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley. Plaintiffs opted to repair or rebuild the home (under the policy) and following this choice, the defendant chose to exercise its option under the policy today the cash equivalent of the cost to rebuild the home. The plaintiffs say the defendant has breached its policy by failing/neglecting to settle the claim quickly and in accordance with its election. The plaintiffs seek a declaration that the defendant is obliged to settle the plaintiffs claim under the policy by paying a cash settlement equivalent to the cost of rebuilding the house, special damages and \$10,000 general damages in favour of each defendant (plus costs and interest).	29/08/2018			Rebecca Hopkins:- Lane Neave, Plaintiffs Glenn Jones, Counsel Instructed for Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 11/10/2018
CIV-2018-409-000625	Herbert Lawrence John Govan and Canterbury Trustees Limited as trustees of the G N McVicar No. 1 Trust v Earthquake Commission (Discontinued) and IAG New Zealand Limited and Vero Insurance New Zealand Limited	General Proceeding	Property at Avonhead Road, Avonhead. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say they are entitled to be paid by the defendant the difference between the EQC payments and the maximum entitlement under the policy amongst numerous other costs. The plaintiffs seek a declaration to this effect and declarations for other costs (plus interest and costs).	24/08/2018			Brian Burke:- Harmans Lawyers, Plaintiffs Nat Walker and Emma Light, Russell McVeagh, First Defendant Bridget Read, Young Hunter, Second and Third Defendant	YES	DISCONTINUED 01/10/2020
CIV-2018-409-000596	Carl Edgar Comber and Paula Eileen Comber v IAG New Zealand Limited	General Proceeding	Property at Eversleigh Street, St Albans, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. Iag accepted the plaintiffs claim for damage and agreed to rebuild the property. The plaintiffs seeks a declaration that the defendant allow the plaintiff rebuild on an alternate site and that the plaintiff is entitled to salvage costs.	13/08/2018		Fixture - 3 days - on 21/10/2019	Stephen Rennie-Rhodes and Co, Plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 18/10/2019
CIV-2018-409-000547	Shirley Ann Rainsbury and Rachelle Colleen Rainsbury and Alexander Donald McBeath as trustees of the Turain Family Trust v Tower Insurance Limited	General Proceeding	Property at Fairview Street, Somerfield. Damaged as a result of the Canterbury earthquake sequence. Policy under Tower. The plaintiffs say the failure by the defendant to agree to pay the costs when incurred to reinstate the house to the policy standard is a breach of its policy obligations. The plaintiffs seek an order that the defendant specifically perform its duties pursuant to the policy by agreeing to pay the costs when incurred to repair or rebuild the house. Alternatively, the plaintiffs seek a declaration that the defendant must pay the costs when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/07/2018			Claudia Leighs/Karl Robinson:- Shine Lawyers, Plaintiffs Matthew Harris:- GilbertWalker, Defendant	YES	DISCONTINUED 19/12/2019
CIV-2018-409-000539	Angela Davies v IAG New Zealand Limited	General Proceeding	Property at Marine Parade, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. Repair works carried out by EQC which exceeded the EQC Act. The plaintiff says the defendant has breached its contract by declining the plaintiff's claim. The plaintiff seeks a declaration that the defendant is liable to pay the plaintiff the cost of repairing the earthquake damage to the house or alternatively, damages in the sum of \$325,000 (being the estimated cost of repairs less the EQC cap) and \$25,000 general damages (plus interest and costs).	25/07/2018			Angela Parlane, Jeremy Morriss, Shine Lawyers, Plaintiff Peter Hunt, McElroys, Defendant	YES	DISCONTINUED 04/04/2023
CIV-2018-409-000538	Allan John Dalton and Deirdre Joan Dalton v Vero Insurance New Zealand Limited	General Proceeding	Property at Jacksons Road, Merivale. Damaged as a result of Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant has breached its policy obligations as it has failed to pay the plaintiffs the cost of reinstatement. The plaintiffs seek judgment in the sum of \$1,151,040.16 and a declaration that the plaintiffs are entitled to the costs of full reinstatement (plus costs and interest). The plaintiffs further say that the defendant has breached its duty of good faith to the plaintiffs and seek general damages and costs against the defendant.	31/07/2018			Simon Munro/Anna Davidson: Anderson Lloyd, Plaintiffs Peter Hunt/Sandy Percival:- McElroys, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 16/09/2019
CIV-2018-409-000525	Trustees of the Spikerman Family Trust v IAG New Zealand Limited	General Proceeding	Property at School Road, Tai Tapu. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant is in breach of its policy by refusing to recognise the plaintiffs' entitlement to reimbursement for the costs of reinstating the house in accordance with the policy. The plaintiffs claim a number of declarations including that the plaintiffs are entitled to the cost incurred in rebuilding or repairing the house and all reasonable associated costs, alternative accommodation costs, replacement of contents and restoration of the garden or lawn (plus interest and costs).	26/07/2018		JSC on 12/07/2022	Susan Bevin:- Cavell Leitch, Plaintiffs Catherine Jamieson - Young Hunter - Defendant	YES	DISCONTINUED 16/08/2022 Ready List Entry Date: 04/05/2020

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CIV-2018-409-000524	David Michael Abbott, Anna Maude Abbott and Celia Gillian Barker as trustees of the Abbot Riverstone Trust and David Michael Abbott and Anna Maude Abbott v IAG New Zealand Limited	General Proceeding	Property at Hussey Road, Northwood. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant is in breach of its obligations under the policy as it has refused to recognise the plaintiffs' entitlement for reimbursement for reinstatement costs for the house in accordance with the policy. The plaintiffs seek several declarations including that the plaintiffs are entitled to costs incurred in rebuilding/repairing the house and all associated costs reasonably incurred. The plaintiffs further seek judgment for professional fees, a declaration that the defendant is liable to pay for alternative accommodation, landscaping and general damages (plus interest and costs).	26/07/2018			Susan Bevin:- Cavell Leitch, Plaintiffs Peter Leman, DLA Piper, Defendant	YES	DISCONTINUED 03/03/2020
CIV-2018-409-000518	Christopher Graham Weir, Bonny Marianne Weir and Christine Byron as trustees of the Byron Trust and Furnraly Trust v IAG New Zealand Limited	General Proceeding	Property at Garreg Road, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant breached its policy by firstly saying the property would be repaired under the IAG Managed Repair Programme and then removing the property from the programme and informing the plaintiffs their only option was to settle. The plaintiffs say the defendant is liable for the cost of reinstatement of the earthquake damage under the policy. The plaintiffs seek a declaration that the defendant is liable to pay the cost incurred by the plaintiff in repairing/rebuilding the house to the same extent/condition as new (amongst a number of other declarations), general damages of \$50,000, damages for the engineering costs in the sum of \$11,152.07 and indemnity costs against the defendant.	25/07/2018			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Tim Gallan/Peter Leman: DLA Piper, Defendant	YES	DISCONTINUED 15/10/2019
CIV-2018-409-000496	James David Scott, Norma Josephine Scott and George Thomas Scott v Southern Response Earthquake Services Limited	General Proceeding	Property at Aotea Terrace, Huntsbury. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant has failed/refused to meet its obligations under the policy as it has offered to pay the plaintiffs an amount that is insufficient to meet the cost of repairing the house to an "as new" condition and to otherwise settle the plaintiffs' entitlements under the policy. The plaintiffs seek judgment for remedial costs of \$550,019.63 and \$30,000 general damages (plus interest and costs) or a declaration that the first defendant is liable to pay the plaintiffs cost of remediating the house to an as new condition up to a maximum of \$550,019.63.	9/07/2018			Grant Shand:- Plaintiffs Susan Rowe:- Buddie Findlay, Defendant	YES	DISCONTINUED 24/08/2020
CIV-2018-409-000485	Lindsay Victor North and Janet Norma North as trustees of the North Family Home Trust v Vero Insurance New Zealand Limited	General Proceeding	Property at Snowdon Road, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant is in breach of the policy by failing to settle the plaintiffs' claim under the policy. The plaintiffs seek a declaration that the plaintiffs are entitled to be indemnified under the policy for damage caused to the home by the earthquakes (amongst other declarations) plus interest and costs.	29/06/2018			Stephen Rennie:- Rhodes & Co, Plaintiffs P Hunt and J Heard, McElroys, Defendant	YES	DISCONTINUED 04/06/2019
CIV-2018-409-000484	Ross Lester Johnston v Southern Response Earthquake Services Limited	General Proceeding	Property at Bower Avenue, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under defendant. The plaintiff says the Settlement Agreement entered into with the defendant contained a mistake and as a result of the mistake, an obligation was imposed or included that was disproportionate and that the plaintiff was induced to enter into the Settlement Agreement by a misrepresentation made by the defendant. The plaintiff seeks damages under sections 35 and 43 of the Contract and Commercial Law Act 2007, an order under section 43 of the air Trading Act 1986, a declaration that the defendant is estopped from relying he Settlement Agreement as a defence against any claim brought against the defendant by the plaintiff, relief under sections 24 and 28 of the Contract and Commercial Law Act 2007; an order that the policy be rectified from the date of the transposition and an order that the defendant shall pay the plaintiff's legal fees and general damages (plus interest).	29/06/2018			Tyler Brown:-Saunders Robinson Brown, Plaintiff David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 11/03/2021
CIV-2018-409-000481	Trudy Scotchbrook as executor of the estate of Helen Isobel Wells v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Foster Terrace, Lyttelton. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. Plaintiff is executor of estate of late mother. The plaintiff says the repairs carried out by the first defendant's agent were insufficient to repair the home to the EQC standard because the scope of work was deficient and the repairs were not carried out to an acceptable standard. The plaintiff seeks judgment for \$155,196.65 and \$10,000 general damages (plus interest and costs) against the first defendant. The plaintiff says the second defendant has not assessed the claim against it and seeks a declaration that the defendant is liable to pay to the plaintiff the full cost of repairing/rebuilding the home (less the first defendant's liability) (plus interest and costs).	29/06/2018			John Goddard: WCM Legal, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 22/11/2019
CIV-2018-409-000480	Boote v IAG New Zealand Limited	General Proceeding	Properties at Featherstone Avenue, Kairaki and 180 Brougham Street, Christchurch. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant breached its contract obligations to the plaintiffs with respect to each of the properties and seek judgment for specific performance (plus costs) against the defendant.	29/06/2018			Shaun Cottrell, Shaun Cottrell Law, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 12/09/2018
CIV-2018-409-000479	Blair William Stanley and Keryn Laura Stanley v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Main North Road, Redwood. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the earthquake repairs carried out by the first defendant's agents were not carried out to a workmanlike standard and did not remediate the house to the EQC standard. The plaintiffs seek judgment for up to \$115,000 for the 4 September 2010 and 22 February 2011 events and \$50,000 general damages (plus interest and costs). The plaintiffs further seek reinstatement costs against the second defendant.	29/06/2018			Andrew Ferguson:- AF Law, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Rick Hargreaves/Kiri Petrie:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 23/09/2019
CIV-2018-409-000478	Rajendra Prasad, Raj Prasad and Reshma Narayan v Tower Insurance (Discontinued) Limited and Earthquake Commission	General Proceeding (Repairs)	Property at Nursery Road, Phillipstown. Damaged as a result of the Canterbury earthquake sequence. Policy under Tower. Plaintiffs say the EQC repair works were not carried out to a workmanlike standard, did not remediate the house to the statutory standard and does not comply with the Building Code. The plaintiffs seek judgment for reinstatement costs of \$236,150 (plus costs) against the first defendant or a declaration to the same effect. The plaintiffs further seek judgment for \$350,000 against the second defendant and \$50,000 general damages (plus interest and costs) or judgment for \$113,500 and \$50,000 general damages (plus interest and costs).	29/06/2018			Andrew Ferguson:- AF Law, Plaintiffs Matthew Harris:- Gilbert Walker, First Defendant John Knight/James Bardsley:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 01/08/2019

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CIV-2018-409-000475	Body Corporate 81691 v Earthquake Commission (discontinued) and Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Hereford Street, Central Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiff says the first defendant has breached its statutory duty as it has failed to reinstate the property to an as new condition and in a reasonably sufficient manner. The plaintiffs seek a declaration that the first defendant must reinstate the earthquake damage including remediating any defective repairs, or alternatively, it must pay the cost of reinstatement works to the property (plus interest and costs). The plaintiff says the second defendant has breached its policy obligations as it has no paid the costs required to reinstate the property to the requisite standard under the policy nor has it paid any amount to the plaintiff towards the cost to repair/replace the property. The plaintiff seeks declarations that the second defendant must perform (or engage a contractor to perform and pay for) the reinstatement works or a declaration that the second defendant must pay to the plaintiff the difference between any EQC payment and the reinstatement works plus damages (and interest and costs).	29/06/2018			Peter Woods, Anthony Harper, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant (DISCON) Stephanie Corban:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 27/06/2022
CIV-2018-409-000474	Trustees of the Mains Jones Family Trust v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Urunga Avenue, Strowan. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant failed to reinstate the property to the standard required by the Act and is liable to do so. The plaintiffs seek specific performance that the first defendant must reinstate the earthquake damage to the property, including remediate any defective repairs or a declaration for the same (plus interest and costs). The plaintiffs alternatively seek damages for breach of statutory duty/or an order for specific performance or a declaration that the first defendant must pay the cost of reinstating the property (plus interest and costs). The plaintiffs say the second defendant breached its policy contract by not paying the cost of repairing/rebuilding the property to the appropriate condition. The plaintiffs seek a declaration that the defendant must perform the reinstatement of the earthquake damage or must pay the difference between EQC payments and actual replacement costs, plus damages (and interest and costs) against the second defendant.	29/06/2018			Emily Walton/Hazel Bowering-Scott: Wynn Williams, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 31/07/2020
CIV-2018-409-000473	Murray Allan Kennedy and Charmaine Kennedy v IAG New Zealand Limited	General Proceeding	Property at Panorama Road, Clifton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say they have incurred professional fees and that the defendant has breached its policy obligations by refusing to pay the professional fees as incurred. The plaintiffs seek judgment in the sum of the professional fees incurred and costs. The plaintiffs further say the defendant was liable under the policy for the structural repairs and seek a declaration to to this effect. The plaintiffs say the defendant used the plaintiffs' personal information without authorisation and circulated it among its servants and agents. The plaintiffs seek damages for intrusion or damages for the defendant's breach of faith. Finally, the plaintiffs say the defendant wrongfully delayed repair of the property and see general damages or damages for the defendant's breach of good faith (plus costs).	28/06/2018			Alex Summerlee:- ParryField Lawyers, Plaintiffs Misha Henaghan:- DLA Piper, Defendant	YES	DISCONTINUED 25/09/2019
CIV-2018-409-000472	Gary Ronald Niven and Rachel Anne Niven v IAG New Zealand Limited	General Proceeding	Property at Highview Lane, Scarborough. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant breached its policy obligations as it has refused to accept the amount to be paid by the defendant under the policy of replacing the home. The plaintiffs seek a declaration that the defendant is obligated to pay to the plaintiffs up to the total of the Harrisons pricing report (being \$4,363,548) minus the amount paid by EQC and \$2194.68 being the residual balance of the temporary accommodation, plus general damages and costs.	28/06/2018			Alex Summerlee, Parry Field: - Plaintiffs Peter Whiteside QC, counsel for plaintiffs Peter Leman/Shane Swinerd: Wotton Kearney, Defendant Richard Raymond QC, counsel for defendant	YES	DISCONTINUED 24/03/2023 Ready List Entry Date: 15/09/2022
CIV-2018-409-000471	Peter Laurance Hobill and Prudence Mary Hobill as trustees of the Hobill Trust v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Creyke Road, Ilam. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. Plaintiffs acquired the property from trustees of a trust. Original owners assigned all of their insurance rights to the plaintiffs as trustees of the Hobill Trust. The plaintiffs say the first defendant breached its duty of care owed to the plaintiffs as it failed to properly assess the earthquake damage and failed to ensure the scope and repairs were carried out to the standard required by the EQC Act. The plaintiffs seek judgment for the cost to reinstate the property, or a declaration that the first defendant is obligated to pay the cost of reinstatement (plus interest and costs). The plaintiffs say the second defendant is in breach of its obligations pursuant to the property as it has failed to reinstate the property in accordance with its policy obligations. The plaintiffs seek judgment for the cost to reinstate the property, or a declaration that the second defendant is obligated to pay the cost of reinstatement (plus interest and costs).	28/06/2018			Andrew Logan:- Mortlock McCormack Law, Plaintiffs and David Jackson, Canterbury Chambers:- Counsel acting for Plaintiffs Briony Davies, MinterEllisonRuddWatts, First Defendant Rick Hargreaves:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 08/09/2021 Ready List Entry Date: 22/04/2021 Fixture Date: 03/10/2022 Estimated Hearing Days: 7.0
CIV-2018-409-000470	Francis Jerome Fitzgerald and Tina Jacqueline Flight as Trustees of the Fitzgerald Family Trust v Lumley General Insurance Limited	General Proceeding	Property at Scarborough Road, Scarborough. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley. Plaintiffs purchased the property in May 2013 and a deed of assignment for the rights under the EQC and insurance claims was entered into in August 2013. The plaintiffs say the defendant is in breach of its policy obligations as it has failed/refused to pay the plaintiffs the cost of reinstating the earthquake damaged portions of the property or undertake the remedial work to the home. The plaintiffs seek judgment for the cost of remediating the home to an as new condition or a declaration that the defendant is liable to pay to the plaintiffs the full cost of reinstating the house (plus interest and costs).	28/06/2018			Stuart Stock:- White Fox & Jones, Plaintiffs Caroline Laband/Richard Tosh:- DLA Piper, Defendant	YES	DISCONTINUED 11/05/2021

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CIV-2018-409-000469	Peter Shaun O'Shannessey and Trustees of the P S O'Shannessey Family Trust v IAG New Zealand Limited and Max Contracts Limited and Orange H Management Limited	General Proceeding (Repairs)	Property at Penruddock Rise, Westmorland. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. Repair works undertaken are defective. Plaintiffs say the first defendant is in breach of its obligations as it has failed/refused to approve and pay for the repair works. The plaintiffs seek damages for the sum required to repair the house to an as new condition or a declaration that the first defendant is liable to pay the cost of the required repair works and any other such works as may be required to restore the damaged parts of the house (plus interest and costs). The plaintiffs say the second defendant breached its duty of care to the plaintiffs by failing to undertake the repair works in a proper and tradesman like manner and using inadequate or inappropriate materials. The plaintiffs seek damages to rectify all defective work carried out by the second defendant (plus interest and costs). The plaintiffs say the third defendant also breached its duty of care to the plaintiffs by failing to undertake the services in a proper and tradesman like manner, failing to have proper regard to the standard of repair, preparing an inadequate scope of works and instructing contractors in such a way that the works carried out failed to achieve repair of the house in accordance wit the policy. The plaintiffs seek damages in the sum of all associated costs.	28/06/2018		Fixture - 20 days, on 17 March 2025	Glen Ryan:- White Fox & Jones, Plaintiffs Chris Shannon:- Duncan Cotterill, First Defendant Richard Smedley:- Anthony Harper, Second Defendant Geoff Carter, Chapman Tripp, Third Party Susan Bevin, Cavell Leitch, Fifth Defendant	NO	
CIV-2018-409-000468	Shannon Ross Pamham and Louise Jane Parnham v IAG New Zealand Limited	General Proceeding	Property at Weston Road, Saint Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. Plaintiffs purchased property in December 2010. The plaintiffs say the defendant has breached its contract of insurance as it has failed to indemnify the plaintiffs as required under the policy. The plaintiffs seek a declaration that the defendant is liable to pay to the plaintiffs the cost of the required repair works, and if the plaintiffs choose not to repair the damage, the defendant is liable to pay to the plaintiffs the fair value of loss represented by due damage (plus interest and costs).	28/06/2018			Glen Ryan:- White Fox & Jones, Plaintiffs Misha Henaghan and Richard Tosh:- DLA Piper, Defendant	YES	DISCONTINUED 29/07/2019
CIV-2018-409-000467	Clive Steven Cox, Leigh Georgina Cox and John Anthony Wheelans as trustees of the C & L Cox Family Trust v IAG New Zealand	General Proceeding	Property at Royds Street, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. Plaintiffs purchased property in March 2015. The plaintiffs say the defendant has repudiated or intends to repudiate the policy and insurance assignment by failing or refusing to reinstate the property to a condition it was prior to the earthquakes. The plaintiffs further say the defendant is in breach of its obligations pursuant to the policy and insurance assignment and the Fair Insurance Code. The plaintiffs seek an order that the defendant is required to pay the current cost of repairing the property (to be quantified at trial) and \$25,000 general damages (plus costs and interest).	28/06/2018		TC after 01/11/2023	Andrew Riches and Jessica Manson:- Saunders and Co, Plaintiffs Vincent Burns and Brad Cuff, DLA Piper, Defendant	NO	
CIV-2018-409-000466	Hillary Anne Stock v IAG New Zealand Limited	General Proceeding	Property at Heathfield Avenue, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the defendant is in breach of its obligations under the policy by failing/refusing to accept the house is not economically repairable to an as new condition and must be rebuilt. The plaintiff seeks a declaration that the house is a rebuild and a declaration that the house to which the plaintiff is entitled under the policy requires enhanced foundations in order to comply with the building legislations (plus interest and costs).	28/06/2018			Glen Ryan:-White Fox and Jones, Plaintiff Chris Shannon/Sarah Henderson:- Duncan Cotterill, Defendant	YES	DISCONTINUED 30/06/2020
CIV-2018-409-000465	Neil Maurice Barker and Patricia Mary Barker v IAG New Zealand Limited	General Proceeding	Properties at Barbadoes Street, Edgeware. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant accepted the plaintiffs' claim for earthquake damage to their properties but in breach of the policy, has failed to indemnify them as it is required to do so. The plaintiffs seek a declaration that the repair methodology proposed by the defendant does not meet the standard of repair and reinstatement required by the policy and a declaration that any repair methodology to be adopted in respect to the plaintiffs' properties shall require replacement of the foundation and slab, and localised repair to the superstructure. The plaintiffs further seek an order that the defendant is required to pay the current cost of repairing the properties and \$25,000 general damages (plus interest and costs) against the defendant.	28/06/2018			Tania Hutchinson:- Saunders and Co, Plaintiffs Richard Tosh/ Misha Henaghan:- Duncan Cotterill	YES	DISCONTINUED 12/09/2019
CIV-2018-409-000464	Trustees of the Busby Trust v IAG New Zealand Limited	General Proceeding	Property at Totara Street, Fendalton. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has breached its obligations under the policy by failing to properly investigate the home; failing to identify an appropriate repair methodology which meets the policy standard; failing to produce a scope of works which meets the policy standard and failing to repair/rebuild all earthquake-damaged aspects of the home to the policy standard (amongst other policy breaches). The plaintiffs seek a declaration that the policy standard requires the foundation to be replaced (amongst other declarations) and an order that the defendant repairs/rebuilds all earthquake-damaged aspects of the home to the policy standard, or, pays those costs (\$2.663 million) plus interest and costs.	28/06/2018			Dean Muss/Julie Muslin Caradus:- Fletcher Vautier Moore, Plaintiff Caroline Laband/Sophie Merkin:- DLA Piper, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 01/08/2019
CIV-2018-409-000463	Owen Noel Tough and Catherine Anne Gilmore v IAG New Zealand Limited	General Proceeding	Property at Inwoods Close, Parklands. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has breached its policy obligations as it has not agreed to pay the reinstatement costs arising from the plaintiffs' methodology. The plaintiffs seek a declaration that the defendant is required to pay the reinstatement costs arising from the plaintiffs' methodology (plus costs) or judgment in the amount of the reinstatement costs (plus costs).	28/06/2018			James Puller/Amy Kennerley:- Taylor Shaw, plaintiffs Paul Smith/Simon Connolly:- Duncan Cotterill	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 30/08/2019
CIV-2018-409-000461	Trustees of the Anna Thomson Trust v IAG New Zealand Limited	General Proceeding	Property at Winchester Street, Merivale. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant is in breach of its policy as it has not agreed to pay the reinstatement costs, has refused/neglected to meet its obligations under the insurance policy and is relying on a repair methodology which does not accord with the structural engineering advice the defendant is relying on. The plaintiffs seek a declaration that the defendant is required to pay reinstatement costs arising from the plaintiffs' proposed methodology (plus costs) or alternatively, judgment for all outstanding reinstatement costs (plus costs). The plaintiffs further say the defendant has breached its duty of good faith to the plaintiffs and seek judgment for reinstatement costs and \$30,000 general damages (plus costs) against the defendant.	28/06/2018			Sam Hider:- Simpson Grierson, Plaintiffs Caroline Laband/Richard Tosh:- DLA Piper, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 15/06/2021

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CIV-2018-409-000458	Grace Chula Greenaiva Hart as Trustee of the Tara R Hood Trust and Tara Rose Harris v Vero Insurance New Zealand Limited	General Proceeding	Property at Taylors Mistake Road, Scarborough. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant is in breach of its policy obligations as it has refused to recognise the plaintiffs' entitlement to reimbursements for reinstatement costs. The plaintiffs claim a declaration that the plaintiff is entitled to the cost incurred in repairing/rebuilding the property (plus associated costs and expenses), temporary accommodation costs and up to \$100,000 for contents as may be required (plus costs and interest).	27/06/2018			Richard Hargreaves, Wynn Williams, Plaintiff Peter Hunt/Emily Ferguson: McElroys, Defendant	YES	DISCONTINUED 14/05/2019
CIV-2018-409-000457	Arthur Frederick Eyre v IAG New Zealand Limited	General Proceeding	Property at Flinders Road, Heathcote. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the defendant is in breach of its obligations under the policy as it has refused to recognise the plaintiff's entitlement to reimbursement for the costs of reinstating the house. The plaintiff seeks a declaration that the plaintiff is entitled to the cost incurred in rebuilding/repairing the house (plus associated costs and fees), up to \$15,000 for alternative accommodation, \$2,000 landscaping and general damages (plus interest and costs).	27/06/2018			Susan Bevin:- Cavell Leitch, Plaintiff Peter Leman/Jeremy Thomson: DLA Piper, Defendant	YES	DISCONTINUED 12/09/2019
CIV-2018-409-000456	Main South Trustees Limited as trustees of the Main South Family Trust and Allen Hargen v IAG New Zealand Limited	General Proceeding	Property at Desmond Street, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant is liable to pay to the plaintiffs the cost of repairing the house to the same condition and extent as when new. The plaintiffs seek a declaration that the plaintiffs are entitled to the cost incurred rebuilding/repairing the house (plus associated expenses and fees), up to \$25,000 for alternative accommodation, \$3,000 for landscaping and general damages (plus interest and costs) against the defendant. The plaintiffs also seek \$172,550 for replacement of contents (plus interest and costs) against the defendant.	27/06/2018		Fixture 8 days on 18/07/2022	Susan Bevin:- Cavell Leitch, Plaintiff Chris Shannon/Sarah Henderson:- Duncan Cotterill, Defendant	YES	DISCONTINUED 14/06/2022 Ready List Entry Date: 15/12/2020 Fixture Date: 30/05/2022 Estimated Hearing Days: 8.0
CIV-2018-409-000455	Darren John Mitchell and Jay Lynn Tamara v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Dyers Pass Road, Cashmere. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the first defendant breached its obligations as it failed to apply the correct standard of reinstatement, failed to properly assess the earthquake damage and the work required to reinstate the damage and it has failed to make payment to the plaintiffs in respect of the earthquake damage. The plaintiffs claim judgment for \$100,000 in respect of the earthquake damage and \$20,000 in respect of the contents damage (plus interest and costs) against the first defendant. The plaintiffs say the second defendant, in breach of its policy, has refused to recognise the plaintiffs' entitlement to reimbursement for reinstatement costs and that the defendant is liable for alternative accommodation costs and for replacement of contents as may be required as a result of reinstatement work. The plaintiffs seek a declaration that the plaintiffs are entitled to reinstatement costs (and associated expenses and fees), \$20,000 for alternative accommodation, \$2,000 for landscaping, a declaration that the defendant is liable to pay for the replacement of any contents and general damages (plus interest and costs).	27/06/2018			Susan Bevin:- Cavell Leitch, Plaintiff Linda Clark, Dentons, First Defendant Aaron Sheriff, Duncan Cotterill, Second Defendant	YES	DISCONTINUED 02/02/2021
CIV-2018-409-000454	Trustees of the Penelope Anne Balfour Nippard Trust v IAG New Zealand Limited	General Proceeding	Property at Dyers Pass Road, Cashmere. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has breached its obligations under the policy as it refused to authorise the plaintiffs to proceed with the repair works, has refused to pay any sum towards the contract price and has failed to pay any sum to the plaintiffs in settlement of the claim. The plaintiffs seek a declaration that the defendant must pay to the plaintiffs the reinstatement costs (plus interest), \$20,000 for temporary accommodation, consultant and professional fees and costs.	27/06/2018			Sarah Manning:- Mortlock McCormack Law, Plaintiffs and C R Johnstone, counsel acting for plaintiffs Rick Hargreaves:- Duncan Cotterill, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 20/08/2019
CIV-2018-409-000453	Donald Maclean Paterson v Earthquake Commission and IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Bossu Road, Wainui. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant's scope of works did not meet its statutory obligations and that the first defendant is liable to make payments to the plaintiff. The plaintiff seeks \$100,000 (plus GST and less any payments made to date) and \$20,000 damages (plus interest and costs) against the first defendant. The plaintiff says the second defendant has breached its policy obligations by refusing to recognise the plaintiffs' entitlements to reimbursement for the cost of reinstating the house. The plaintiff claims a declaration that it is entitled to the cost incurred in rebuilding/repairing the house, judgment for professional fees, \$15,000 for alternative accommodation, \$2,000 landscaping and general damages (plus interest and costs).	27/06/2018			Susan Bevin:- Cavell Leitch, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Chris Shannon/Laura McLoughlin-Ware:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 24/10/2019
CIV-2018-409-000451	Gina Louise Moore (Discontinued) v IAG New Zealand Limited	General Proceeding (consolidated with CIV 2018-409-449 which is lead file)	Property at Marine Parade, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the house is uneconomic to repair and seeks a declaration to this effect, \$1,000 for stress payment (plus interest) and costs. The plaintiff further says the defendant has breached its policy obligations as it has not properly assessed the required reinstatement of the house in accordance with the policy. The plaintiff seeks judgment for \$7,927.70 for consultants' costs, \$25,000 general damages (plus interest) and costs, \$24,640 for alternative accommodation and a declaration that the defendant must pay the cost of replacing the plaintiff's carpets and drapes (plus costs).	27/06/2018			Mark Henderson/Holly Brown: Corcoran French, Plaintiffs Paul Smith/Vanessa Ma: Duncan Cotterill, Defendant	YES	DISCONTINUED 03/08/2018
CIV-2018-409-000450	William Gerard Degen v IAG New Zealand Limited	General Proceeding	Property at Panorama Road, Clifton Hill. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff wishes to reinstate the house in accordance with its entitlements under the policy and says the defendant is liable for the cost of reinstatement of the earthquake damage, in accordance with the policy. The plaintiff says the defendant's proposed scope of repairs is not in accordance with the policy standard. The plaintiff seeks a declaration that the defendant is liable to pay the cost incurred by the plaintiff in repairing or rebuilding the house (amongst other declarations sought), an order the defendant pays the plaintiff's alternative accommodation costs, \$15,000 general damages and costs.	27/06/2018			Peter Woods/Lisa Taylor: Anthony Harper, Plaintiffs Matthew Booth/Peter Leman: DLA Piper, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 25/03/2020

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CIV-2018-409-000449	Enchante Properties Limited v IAG New Zealand Limited	General Proceeding (Consolidated with CIV 2018-409- 451)	Property (comprised of seven units in a multi-unit complex) at Marine Parade, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the defendant is liable under the policy to pay the cost of rebuilding the home and that it has breached its policy by not properly assessing the required reinstatement of the property in accordance with the policy. The plaintiffs seek a declaration that the cost of rebuilding the property on its present site is an amount to be determined at trial, judgment of \$24,512.72 for consultants' costs (plus interest and costs) and judgment for \$14,460 for alternative accommodation (plus interest and costs) and a declaration that the defendant must pay the cost of replacing the plaintiff's carpets and drapes into the amount of \$5,000.	27/06/2018			Mark Henderson/Holly Brown: Corcoran French, Plaintiffs Paul Smith/Vanessa Ma: Duncan Cotterill, Defendant	YES	DISCONTINUED 09/12/2019
CIV-2018-409-000448	Trustees of the Craig Raxworthy Family Trust v IAG New Zealand Limited	General Proceeding	Property at Dalweny Lane, Cracroft. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant is liable for the cost of reinstatement of the earthquake damage, in accordance with the policy and the standard of repair set out in the policy and that the defendant's repair scope is not in accordance with the policy standard. The plaintiffs seek a declaration that the defendant is liable to pay the cost incurred by the plaintiffs in repairing the property and declarations for certain associated costs. The plaintiffs also seek an order that the defendant pays for the plaintiffs' alternative accommodation costs and \$15,000 general damages (plus costs).	27/06/2018			Peter Woods/Lisa Taylor: Anthony Harper, Plaintiffs Peter Leman/Jeremy Thomson:- DLA Piper, Defendant	YES	DISCONTINUED 03/10/2019
CIV-2018-409-000445	Kevin Charles Leech v IAG New Zealand Limited	General Proceeding	Property at Clyde Road, Riccarton. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the failure by the defendant to agree to reinstate the property to the standard set out in the policy is a breach of its policy obligations. The plaintiff claims an order that the defendant specifically performs its policy obligations by paying the difference between the maximum payable by the defendant and by EQC or a declaration that the defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	26/06/2018			self-represented, Plaintiff Catherine Jamieson/Abby Bradford:- Young Hunter, Defendant	YES	DISCONTINUED 28/08/2019
CIV-2018-409-000444	Jolon Dyer and Rosa Dyer v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Kenwyn Avenue, Saint Albans. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the first defendant has breached its obligations under the EQC Act as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages in the sum of \$115,000 (per earthquake) (plus costs and interest). The plaintiffs say the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the policy standard is a breach of its obligations under the policy. The plaintiffs seek an order that the second defendant specifically perform its obligations under the policy by paying the cost when incurred to reinstate the house or a declaration that the defendant must pay the cost when incurred by the plaintiffs to reinstate the house (plus costs and interest).	26/06/2018			Claudia Leighs/Karl Robinson:- Shine Lawyers, Plaintiff Linda Clark, Dentons, First Defendant (DISCONTINUED) Catherine Jamieson/Megan Gall: Young Hunter, Second Defendant	YES	DISCONTINUED 30/08/2021
CIV-2018-409-000443	Robert Gregory Fantham v Earthquake Commission and IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Denman Street, Sumner. Damaged in September 2010 and February and one 2011. Policy under IAG. The plaintiff says the first defendant has breached its obligations under the EQC Act as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages in the sum of \$115,000 (per earthquake) (plus costs and interest). The plaintiff says the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the policy standard is a breach of its obligations under the policy. The plaintiff seeks an order that the second defendant specifically perform its obligations under the policy by paying the cost when incurred to reinstate the house or a declaration that the defendant must pay the cost when incurred by the plaintiff to reinstate the house (plus costs and interest).	26/06/2018			Andrew Marsh, Barrister, Plaintiff Linda Clark, Dentons, First Defendant Paul Smith/Dana Beissel:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 20/04/2021
CIV-2018-409-000442	Christopher McLeod v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Harrison Street, Mairere. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the first defendant breached its statutory obligations as it failed to indemnify the plaintiff as required. The first defendant carried out certain repairs however its scope and repairs does not meet the second defendant's obligation to repair/rebuild the property to substantially the same condition as when new. The plaintiff seeks an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) less any amounts paid to date (plus interest and costs). The plaintiff says the failure by the second defendant to agree to reinstate the property to the standard required by the policy is a breach of its obligations under the policy. The plaintiff seeks an order that the second defendant specifically performs its duties pursuant to the policy by paying the amount payable under the policy or a declaration that the scope of works to repair the damage is as advised by the engineer retained by the plaintiff (plus costs and interest).	26/06/2018			Eoin Farrell/Karl Robinson: Shine Lawyers, Plaintiff Briony Davies, MinterEllisonRuddWatts, First Defendant Brad Cuff/Charles Henley:-DLA Piper, Second Defendant	YES	DISCONTINUED 14/10/2020
CIV-2018-409-000441	Linda Maria King and Jayson Peter King v IAG New Zealand Limited	General Proceeding	Property at Brightstone Crescent, Bexley. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the failure by the defendant to agree to pay the cost to reinstate the property to the standard required is a breach of its obligations under the policy. The plaintiffs seek an order that the defendant specifically performs its duties by paying the cost when incurred to repair/rebuild the house or a declaration that the defendant must pay the cost of repairing the house (plus costs and interest).	26/06/2018			Eoin Farrell/Karl Robinson: Shine Lawyers, Plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 20/02/2019
CIV-2018-409-000440	Andrew Charles Murchison and Jane Rebecca Murchison v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Tomes Street, Papanui. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the first defendant has breached its statutory obligations as it has failed to indemnify the plaintiffs as required. The plaintiffs seek an order that the first defendant pay damages up to \$115,000 per earthquake (plus interest and costs). The plaintiffs say the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the policy standard is a breach of its obligations under the policy. The plaintiffs seek an order that the second defendant specifically perform its duties pursuant to the policy or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage to the house.	26/06/2018			Claudia Leighs/Karl Robinson:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson, Young Hunter, Second and Third Defendant	YES	DISCONTINUED 02/10/2020

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CIV-2018-409-000439	Daresbury Investments Limited v IAG New Zealand Limited	General Proceeding	Properties at Bealey Avenue, Christchurch Central. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the failure by the defendant to agree to pay to reinstate the property to the standard required is a breach of its obligations under the policy. The plaintiff seeks an order that the second defendant specifically performs its duties by paying the costs when incurred to repair or rebuild the house or a declaration that the defendant must pay the cost of repairing the house (plus interest and costs).	26/06/2018			Eoin Farrell/Karl Robinson: Shine Lawyers, Plaintiff Aaron Sherriff/Caitlin Sampson: Duncan Cotterill, Defendant	YES	DISCONTINUED 07/12/2021 Fixture Date: 23/05/2022 Estimated Hearing Days: 7.0
CIV-2018-409-000438	Peter William Scott v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Kenwyn Avenue, Saint Albans. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the first defendant is in breach of its statutory obligations as has failed to indemnify the plaintiff as required. The plaintiff seeks an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) plus interest and costs. The plaintiff says the second defendant's failure to agree to reinstate the property to the policy standard is a breach of its policy obligations. The plaintiff seeks an order that the second defendant specifically perform its duties pursuant to the policy by paying the costs when incurred to repair the house or a declaration that the second defendant must pay the cost when incurred (plus costs and interest).	26/06/2018			Angela Parlane and Karl Robinson: - Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Daniel Weaherley:- Young Hunter, Second Defendant	YES	DISCONTINUED 13/08/2019
CIV-2018-409-000436	Suphot Phanyom v Earthquake Commission and Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Westminster Street, Saint Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required. The plaintiff seeks an order that the first defendant pay damages of \$115,000 (per earthquake) plus costs and interest. The plaintiff says the failure by the second defendant to agree to pay costs when incurred to reinstate the house to the policy standard is a breach of its obligations. The plaintiff seeks an order that the defendant specifically perform its duties by paying the cost when incurred or a declaration that the second defendant must pay the cost when incurred (plus costs and interest).	26/06/2018			Tandy Gwaze-Musesengwa:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Kerry Moor: DLA Piper, Second Defendant	YES	DISCONTINUED 09/04/2021
CIV-2018-409-000435	Alistair Stuart Malcolm and Sandra Jane Malcolm v Earthquake Commission Discontinued) and IAG Insurance Limited	General Proceeding (Repairs)	Property at Rockview Place, Mount Pleasant. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The first defendant carried out repairs in accordance with its scope. The plaintiffs say the first defendant breached its statutory obligations as it failed to indemnify the plaintiffs as required in relation to the house. The plaintiffs seek an order that the first defendant pay damages up to \$115,000 (per earthquake) (plus costs and interest). The plaintiffs say the second defendant's failure to agree to reinstate the house in accordance with the policy is a breach of its policy obligations. The plaintiffs seek an order that the second defendant specifically perform its duties by paying the costs when incurred to repair/rebuild the house or a declaration that the second defendant must pay the cost when incurred (plus interest and costs).	26/06/2018			Hans van Schreven, Clark Boyce, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Charles Henley and Misha Heneghan:- DLA Piper, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 19/09/2019 - consented
CIV-2018-409-000434	Bevan John Moore as administrator of the Estate of Frederick Herbert Moore v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Pembroke Street, Avondale. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant has breached its obligations as it has failed to indemnify the defendant as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 (per earthquake) plus interest and costs. The plaintiff says the second defendant's failure to agree to reinstate the property to the policy standard is a breach of its obligations. The plaintiff seeks an order that the second defendant specifically performs its duties pursuant to the policy or a declaration that the second defendant must pay the cost when incurred by the plaintiff (plus costs and interest).	26/06/2018			Tandy Gwaze-Musesengwa/Karl Robinson:- Shine Lawyers, Plaintiff Niccol Burt:- Chapman Tripp, First Defendant Chris Shannon:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 04/04/2019
CIV-2018-409-000433	Kevin Charles Leech v IAG New Zealand Limited	General Proceeding	Property at Clyde Road, Riccarton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the failure by the defendant to agree to reinstate the property to the policy standard is a breach of its obligations under the policy. The plaintiffs seek an order that the second defendant specifically performs its duties pursuant to the policy or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	26/06/2018			self-represented, Plaintiff Catherine Jamieson/Abby Bradfor:- Young Hunter, Defendant	YES	DISCONTINUED 28/08/2019
CIV-2018-409-000430	Robert Francis Eathorne and Trustees of the R F Eathorne Family Trust v IAG New Zealand Limited	General Proceeding	Property at Woodlau Rise, Huntsbury. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant is in breach of its contract as it has failed to agree to pay the cost necessary to reinstate the property to the policy standard and as it has failed to indemnify the plaintiffs for the earthquake damage to the policy standard. The plaintiffs seek a declaration as to the maximum amount that the defendant is liable to pay under the policy (plus interest and costs). The plaintiffs further say the defendant has breached its duty of good faith to the plaintiffs and seek an award of general damages (plus costs and interest) against the defendant.	26/06/2018			Melissa Borcoski:- Saunders Robinson Brown, Plaintiffs Richard Tosh:- DLA Piper, Defendant	YES	DISCONTINUED 07/08/2019
CIV-2018-409-000428	Andrew Ronald Gardiner and Tanya Jolene Gardiner v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Perry Street, Papanui. Damaged in September 2010 and February and June 2011. Policy under IAG. Plaintiffs purchased the property in June 2013 and a deed of assignment was signed in June 2013. The first defendant carried out some repair works around September 2013 but these did not include any remediation to the foundation. The plaintiff says the first defendant has failed to reinstate the earthquake damage to the property and seek a declaration that the first defendant has elected to, and is obliged to carry out work to reinstate the earthquake damage. Alternatively, a declaration as to the maximum amount the first defendant is liable to pay. The plaintiffs say the second defendant has breached the terms of its policy as it has failed to indemnify the plaintiffs for their full entitlement under the policy. The plaintiffs seek a declaration as to the maximum amount the second defendant is liable to pay (plus interest and costs).	26/06/2018			Melissa Borcoski:- Saunders Robinson Brown, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Matthew Booth:- DLA Piper, Second Defendant	YES	DISCONTINUED 11/05/2021

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CIV-2018-409-000427	John Leonard Bevin and Margaret Joan Askin v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Cardiff Avenue, Somerfield. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant has failed to discharge its statutory obligations to the plaintiff as its payments are insufficient to remedy the earthquake damage and the first defendant has failed to scope all the earthquake damage. The plaintiffs seek a declaration as to the maximum amount the first defendant is liable to pay to the plaintiffs (plus interest and costs). The plaintiffs say the second defendant has breached the terms of its policy as it has failed to indemnify the plaintiffs for their full entitlement under the policy. The plaintiffs seek a declaration as to the maximum amount the second defendant is liable to pay to meet its policy obligations (plus interest and costs).	26/06/2018			Melissa Borcoski:- Saunders Robinson Brown, Plaintiffs Sarah Kettani:- Chapman Tripp, First Defendant Nick Laing:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 17/04/2019
CIV-2018-409-000426	Trustees of the Bourke Family Trust v Earthquake Commission and IAG New Zealand Limited (Discontinued)	General Proceeding (Repairs)	Property at Webb Street, Saint Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. Property purchased by plaintiffs in February 2016 and a deed of assignment signed in February 2016. Repair work undertaken by first defendant prior to plaintiffs purchasing property. The plaintiffs say the first defendant is in breach of its obligations to the plaintiffs as failed to identify and repair all earthquake damage appropriately and satisfactorily. The plaintiffs seek a declaration that the first defendant is liable to pay the costs of the reinstatement of the earthquake damage plus costs against the first defendant. The plaintiffs further seek a declaration as to the apportionment of costs (between defendants) (amongst other declarations sought), declarations for certain costs, an order for temporary accommodation costs, general damages of \$15,000 each and costs.	25/06/2018			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Dana Beissel:-Duncan Cotterill, Second Defendant	YES	DISCONTINUED 07/04/2021
CIV-2018-409-000425	Frederick Jeffrey Maslen and Angelika Maria Maslen v IAG New Zealand Limited	General Proceeding	Property at Cracroft Terrace, Cashmere. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant is liable for the cost of reinstatement of the earthquake damage (in accordance with the policy standard) and that the defendant's proposed repair scope is not in accordance with the standard or terms of the policy. The plaintiffs seek a declaration that the defendant is liable to pay the cost when incurred by the plaintiffs in repairing/rebuilding the property (and other costs sought by the plaintiffs); an order for temporary accommodation costs (amongst other declarations), general damages of \$15,000 each and costs against the defendant.	25/06/2018			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Richard Hargreaves/Dana Beissel:- Duncan Cotterill, Defendant	YES	DISCONTINUED 13/01/2020
CIV-2018-409-000424	Trustees of the Hinau Equities Trust v IAG New Zealand Limited	General Proceeding	Property at Wai-iti Terrace, Burnside. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the reduction by the defendant of the estimated repair cost was in breach of the defendant's duty of good faith owed to the plaintiffs. The plaintiffs further say the defendant is liable for the cost of reinstatement of the earthquake damage (in accordance with the policy) and that the defendant's proposed repair scope and process is not in accordance with the policy. The plaintiffs seek a declaration that the defendant is liable to pay the cost when incurred by the plaintiffs in repairing/rebuilding the property (amongst other costs sought); an order for temporary accommodation costs (amongst other declarations), damages and general damages of \$15,000 each plus costs.	25/06/2018			Peter Woods- Anthony Harper, Plaintiffs Aaron Sherriff and Edward Greig:- Duncan Cotterill, Defendant	YES	DISCONTINUED 03/09/2021
CIV-2018-409-000423	Phillipa Adair Davies v IAG (New Zealand) Limited	General Proceeding	Property at Kinsey Terrace, Redcliffs. Damaged in September 2010 and February and June 2011. Policy under IAG. The plaintiff says the defendant is liable for the reinstatement costs of the earthquake damage in accordance with the policy and that the defendant represented and agreed that the plaintiff could proceed with the reinstatement but then stated it no longer consented. The plaintiff seeks a declaration that the defendant is estopped from denying that the agreement for reinstatement is binding and enforceable. The plaintiff further seeks a declaration that the defendant is liable to pay the cost when incurred by the plaintiff in rebuilding the home to an as new condition plus costs against the defendant. If the reinstatement agreement is not binding and enforceable, the plaintiff seeks a declaration that the plaintiff has a right to elect to rebuild the home (amongst other declarations) and that the defendant is to pay the cost incurred by the plaintiff in rebuilding the new home (plus damages, interest and costs) against the defendant.	25/06/2018			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Caroline Laband/Brad Cuff:- DLA Piper, Defendant	YES	DISCONTINUED 03/12/2020
CIV-2018-409-000421	Trustees of the McGill Family Trust v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Balmoral Lane, Redcliffs. Damaged in September 2010 and February 2011. Policy under Lumley. The plaintiffs say the defendant is liable for the cost of reinstatement of earthquake damage to the policy standard (which is "as when it was new" and not "pre-EQ damage state"). The plaintiffs seek a declaration that the defendant is liable to pay the cost incurred by the plaintiffs in repairing the property to an "as new" standard, an order for temporary accommodation costs, \$15,000 general damages and costs against the defendant.	25/06/2018			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Caroline Halliday:- DLA Piper, Defendant	YES	DISCONTINUED 22/05/2020
CIV-2018-409-000420	Hyo Jung Jin v IAG New Zealand Limited	General Proceeding	Property at Kahu Road, Fendalton. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiff says the defendant is liable for the reinstatement costs of the earthquake damage in accordance with the policy and the defendant's proposed repair scope is not in accordance with the standard of repair set out in the policy. The plaintiff seeks a declaration that the defendant is liable to pay the cost incurred by the plaintiff in restoring the home (and certain other costs), general damages of \$15,000 and costs against the defendant.	25/06/2018			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Caroline Laband/Richard Tosh:- DLA Piper, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 16/12/2019
CIV-2018-409-000419	Trustees of the C and R Johns Family Trust v IAG New Zealand Limited	General Proceeding (Repairs)	Property at Glenstrae Road, Redcliffs. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. Plaintiffs purchased the property in November 2013 and deed of assignment signed in June 2018. Plaintiffs say defendant has breached its policy obligations and is liable for the defective/incomplete works carried out. The plaintiffs seek a declaration that the rights, interests and title to the claims have been validly assigned to the plaintiffs; a declaration that the defendant is liable to pay the costs incurred by the plaintiffs in rebuilding/repairing the home; and order for certain costs and temporary accommodation and general damages and costs against the defendant.	25/06/2018		JSC on 26/10/2023	Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Bradd Cuff/Himmy Lui:- DLA Piper, Defendant Alistair Darroch, Darroch Forrest Lawyers, Third Defendant Michael Parker, Parker Cowan Law, Fourth Defendant Paul Cowey and Dannielle Bell, Parryfield Law,	NO	Ready List Entry Date: 04/02/2020

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CIV-2018-409-000414	Lisa Williams and Dion Paxie v Southern Response Earthquake Services Limited	General Proceeding	Property at Godley Quay, Lyttelton. Damaged as a result of Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant is in breach of its obligations as it has failed to reinstate the property; that the defendant has failed to process the claims within a reasonable period of time and has breached its duty of good faith to the plaintiffs. The plaintiffs seek judgment for the cost to reinstate the house in accordance with the policy or a declaration that the defendant is liable to pay the cost of reinstatement and \$25,000 general damages (plus interest and costs).	22/06/2018			Laura McLoughlin-Ware:- Duncan Cotterill, Plaintiffs Ben Walker, Canterbury Chambers Emily Walton/Sophie Carter-Wynn Williams, Defendant	YES	DISCONTINUED 12/10/2020
CIV-2018-409-000413	Mood Indigo Limited and Trustees of the Fitzroy Trust v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding	Properties at Merivale Lane, Merivale. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendants have failed to repair the property in accordance with their statutory and policy obligations and that the defendants have not resolved their respective contributions to the cost of the reinstatement work. The plaintiffs seek a declaration that the defendants are liable to the plaintiffs for the unrepaired damage; that the defendants must complete the reinstatement work to the statutory and policy standards and a declaration apportioning the cost of repair for the unrepaired damage to each of the defendants (plus costs).	22/06/2018			Stephen Rennie:- Rhodes and Co, Plaintiffs Linda Clark, Dentons, First Defendant Sandy Percival:- McElroys, Second Defendant	YES	DISCONTINUED 19/10/2021
CIV-2018-409-000409	Geoffrey Mark Shaw and Katharine Anne Shaw v IAG New Zealand Limited	General Proceeding	Property at Wairakei Road, Bryndwr. Damaged in September 2010 and February and June 2011. Policy under IAG. The plaintiffs say the property is totally destroyed and requires rebuilding and that the defendant is liable under the policy to pay to the plaintiffs the cost of rebuilding the home (which is currently \$1,903,349). The plaintiffs seek a declaration that the house requires rebuilding, that the cost of rebuilding is \$1,903,349, a declaration that the defendant is liable to pay the temporary accommodation allowance, judgment for \$1,000 for stress (with interest) and costs. The plaintiffs also say the defendant has breached its contractual obligations and its duty of good faith owed to the plaintiffs. The plaintiffs seek \$50,000 general damages (with interest), judgment for \$85,305.32 for consultants' costs (with interest) and costs. Finally, the plaintiffs say the defendant is in breach of its policy obligations and seek a declaration that the defendant must pay the cost of replacing the plaintiffs' carpets and drapes (plus costs).	22/06/2018			Mark Henderson/Holly Brown: Corcoran French, Plaintiffs Chris Hlavac/Daniel Weatherley:- Young Hunter, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 17/03/2021
CIV-2018-409-000398	Timothy Eric Rankin and Christine Elizabeth Rankin v IAG New Zealand Limited	General Proceeding	Property at Weston Road, Saint Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has breached its contractual obligations as it has refused to indemnify the plaintiffs as required under the policy. The plaintiffs seek judgment for professional fees, a declaration that the defendant is liable for structural repairs and declarations as to the scope of repairs necessary to repair the damaged part of the home plus interest and costs. The plaintiffs further seek \$25,000 in damages.	15/06/2018			Paul Cowey:- Parry Field Lawyers, Plaintiffs Aaron Sherriff:- Duncan Cotterill, Defendant	YES	DISCONTINUED 28/08/2020
CIV-2018-409-000395	Alexander and Kirsti Murahidy and Trustees of the Krangata Trust v IAG New Zealand Limited	General Proceeding	Property at Sandwich Road, Beckenham. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has breached its policy terms by refusing to accept that the remedial works for the earthquake damage as set out in the expert report is necessary to reinstate the property to the policy standard and that the defendant has failed to indemnify the plaintiffs to the policy standard. The plaintiffs seek a declaration as to the maximum amount the defendant is liable to pay to meet its policy obligations (plus interest and costs) against the defendant.	21/06/2018			Tyler Brown:- Saunders Robinson Brown, Plaintiffs Chris Shannon and Stephanie Mann, Duncan Cotterill, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 04/09/2019
CIV-2018-409-000391	Alan Robert Pearson v IAG New Zealand Limited	General Proceeding	Property at Bridle Path, Lyttelton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the defendant has breached its policy as it has refused to pay the plaintiff the cost of remediating the earthquake damage to the property (other than a cash settlement offer of \$189,099.97 less EQC payments of \$116,089.65). The plaintiff seeks certain declarations including judgment for the cost to replace/reinstate the dwelling less the EQC payments, not being a sum less than \$1,000,000 or a declaration that the plaintiff is liable (plus interest and costs). The plaintiff seeks damage for an alternative use of action, of judgment in the sum of \$194,000 and \$25,000 for distress and anxiety plus interest and costs.	20/06/2018			Michael McKay:- Malley & Co, plaintiff Chris Shannon/Stephanie Mann:- Duncan Cotterill, Defendant	YES	DISCONTINUED 13/05/2020
CIV-2018-409-000386	Maureen and Stephen O'Brien v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Westminster Street, Saint Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations under the policy as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages in the sum of \$115,000 (per earthquake) an d\$28,442.66 interest (plus costs). The plaintiffs say the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the policy standard is a breach of its policy obligations. The plaintiffs seek an order that the second defendant specifically perform its duties pursuant to the policy by paying the costs when incurred to reinstate the house or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage.	12/06/2018			Claudia Leighs and Karl Robinson:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Sarah Henderson:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 03/06/2021
CIV-2018-409-000385	Nicholas Cowdy and Philip Redmond v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Matsons Avenue, Papanui. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs purchased the property in August 2011 and entered into a deed of assignment with the previous owners whereby the vendors assigned the EQC claim entitlement to the plaintiffs. The vendors also assigned the IAG claim entitlement to the plaintiffs through a deed of application of claim entitlement. The plaintiffs say the repair works carried out by the first defendant's agent are not to the standard set out in the EQC Act. The plaintiffs further say neither of the defendants have resolved their respective contributions to the cost of the further repairs. The plaintiffs seek a declaration that the plaintiffs are entitled to the cost of the further repairs under the Act and are entitled to be indemnified by the second defendant for the cost of further repairs. The plaintiffs further seek a declaration determining the relative contributions of the defendants to the cost of the further repairs (plus interest and costs).	8/06/2018			Stephen Rennie:- Rhodes and Co, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Chris Shannon and Stephanie Mann:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 11/09/2020

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CIV-2018-409-000384	Trustees of the 1091 Ferry Road Family Trust v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Searidge Lane, Sumner. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley. The plaintiffs say the defendant failed to indemnify the plaintiff in accordance with the policy and seeks the sum of \$2,001,994.85 (pus GST), a declaration that the plaintiffs are entitled to be paid the cost of demolition, hardstands, retaining walls and landscaping in a sum to be determined by the Court; interest from 25 February 2013 at the rate of 5 per cent per annum and costs.	11/06/2018			Stephen Rennie/William Todd:- Rhodes and Co, Plaintiffs Peter Leman, DLA Piper, Defendant	YES	DISCONTINUED 13/12/2022 Ready List Entry Date: 11/02/2021
CIV-2018-409-000382	Neil Mason v Earthquake General Insurance (N.Z.) Limited	General Proceeding	Property at Rowses Road, Aranui. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages in the sum of \$115,000 (per earthquake) plus interest and costs. The plaintiff says the second defendant's failure to agree to pay the costs when incurred to reinstate the house is a breach of its obligations under the policy. The plaintiff seeks an order that the second defendant specifically perform its duties pursuant to the policy by paying the cost when incurred to reinstate the house or alternatively, a declaration that the second defendant must pay the cost when incurred by the plaintiff to reinstate the earthquake damage to the property.	8/06/2018			Eoin Farrell/Karl Robinson: Shine Lawyers, Plaintiff Briony Davies, MinterEllisonRuddWatts, First Defendant Catherine Jamieson, Young Hunter, Second Defendant	YES	DISCONTINUED 09/03/2021
CIV-2018-409-000381	Brent McDonnell v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Farnborough Street, Aranui. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages in the sum of \$115,000 (per earthquake), \$28,442.66 interest (plus costs and interest). The plaintiff says the second defendant's failure to agree to pay the reinstatement costs when incurred to reinstate the house is a breach of its policy obligations. The plaintiff seeks an order that the second defendant specifically perform its duties pursuant to the policy by paying the costs when incurred to reinstate the house or a declaration that the second defendant must pay the costs when incurred by the plaintiff to repair the earthquake damage (plus interest and costs).	6/06/2018			Eoin Farrell/Karl Robinson: Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Hamish Evans:- Young Hunter, Second Defendant	YES	DISCONTINUED 28/07/2020
CIV-2018-409-000379	Neville and Pauline Reilly v IAG New Zealand Limited and Earthquake Commission	General Proceeding	Property at Rochdale Street, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the failure by the defendant to agree to pay the cost when incurred to reinstate the house is a breach of its obligations under the policy. The plaintiffs seek an order that the defendant specifically perform its duties under the policy by paying the cost when incurred to reinstate the house or alternatively, a declaration that the defendant must pay the cost when incurred to reinstate the earthquake damage (plus costs and interest).	6/06/2018			Tiffany Sauni and Karl Robinson:- Shine Lawyers, Plaintiff Catherine Jamieson/Megan Gall:- Young Hunter, First Defendant Nathaniel Walker, Russell McVeagh, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 24/02/2020
CIV-2018-409-000377	Alistair McLaughlin v IAG New Zealand Limited	General Proceeding	Property at Glandovey Road, Fendalton. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiff says the defendant is in breach of its policy obligations as it has refused to pay the costs of repairing the home to the policy standard required. The plaintiff seeks an order that the defendant specifically perform its obligation under the policy by paying the cost to repair the home to the policy standard or alternatively, damages of \$2,977,822.24 being the cost to repair the home to the policy standard and costs.	1/06/2018			Madeleine Henderson:- Tavendale Partners, Solicitor for Plaintiff Glenn Jones, Bridgeside Chambers, Counsel for Plaintiff: Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 28/06/2019
CIV-2018-409-000376	David Kennewell v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Edmond Street, Woolston. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiff says that the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) (plus costs and interest) against the first defendant. The plaintiff says the second defendant's failure to agree to reinstate the property to the standard required by the policy is a breach of its policy obligations. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house when incurred (plus interest and costs).	1/06/2018			Angela Parlane and Karl Robinson:- Shine Lawyers, Plaintiffs Briony Davies, MinterEllisonRuddWatts, First Defendant Catherine Jamieson, Young Hunter, Second Defendant	YES	DISCONTINUED 15/09/2020
CIV-2018-409-000374	Wendy Dawn Lee v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Alport Place, Woolston. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiff says that the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) and \$28,442.66 interest (plus costs) against the first defendant. The plaintiff says the second defendant's failure to agree to reinstate the property to the standard required by the policy is a breach of its policy obligations. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house when incurred (plus interest and costs).	1/06/2018			Self-represented, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Paul Smith, Duncan Cotterill. Second Defendant	YES	DISCONTINUED 24/06/2021
CIV-2018-409-000373	Dmitri Vassiliev and Irina Vassileva v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Straven Road, Fendalton. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Southern Response. Plaintiffs purchased property in December 2014 and entered into a deed of assignment for EQC and insurance claims with the previous owners. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order for damages in the sum of \$115,000 per earthquake and \$28,535.68 of interest (plus costs) against the first defendant. The plaintiffs say the second defendant's failure to agree to pay the cost when incurred to reinstate the house is a breach of its policy obligations. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus interest and costs).	1/06/2018			Tandy Gwaze-Musesengwa and Karl Robinson: Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Graeme Dill-Russell- Buddle Findlay, Second Defendant	YES	DISCONTINUED 10/03/2020
CIV-2018-409-000372	Leah Ann McHaffie v Southern Response Earthquake Services Limited	General Proceeding	Property at Searells Road, Strowan. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Southern Response. Plaintiff purchased property in June 2010. The plaintiff says the failure by the defendant to agree to pay the cost when incurred to reinstate the house to the requisite standard is a breach of its policy obligations. The plaintiff seeks an order for specific performance or a declaration that the defendant must pay the cost when incurred by the plaintiff to rebuild or repair the earthquake damage (plus costs and interest)	1/06/2018			Tandy Gwaze-Musesengwa and Karl Robinson: Shine Lawyers, Plaintiff Graeme Dill-Russell and Susan Rowe:- Buddle Findlay, Defendant	YES	DISCONTINUED 28/03/2019

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CIV-2018-409-000371	Kathryn McCleary and Philippa Maclean v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Mays Road, Saint Albans. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiff seeks an order for damages in the sum of \$115,000 per earthquake and \$28,442.66 of interest (plus costs) against the first defendant. The plaintiffs say the second defendant's failure to agree to pay the cost when incurred to reinstate the house is a breach of its policy obligations. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus interest and costs).	31/05/2018			Claudia Leighs and Karl Robinson:- Shine Lawyers, Plaintiffs Briony Davies, MinterEllisonRuddWatts, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 06/08/2020
CIV-2018-409-000369	Graham White v Earthquake Commission and Tower Insurance	General Proceeding	Property at Bassett Street, Burwood. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations under the EQC Act. The plaintiff seeks an order that the first defendant pay damages in the sum of \$115,000 per earthquake (less any amounts paid to date) and interest of \$28,495.81 (plus costs) against the first defendant. The plaintiff says the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the requisite standard is a breach of its policy obligations. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/05/2018			Eoin Farrell/Karl Robinson: Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Martin Smith/Alexander Ho:- Gilbert Walker, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 03/02/2020
CIV-2018-409-000368	Alan Guest v Earthquake Commission (Discontinued) and Tower Insurance Limited	General Proceeding	Property at Parnwell Street, Burwood. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Tower. The plaintiff says the first defendant is in breach of its statutory obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages in the sum of \$115,000 per earthquake event (less any payments already made), \$25,000 general damages and interest of \$28,495.81 (plus costs) against the first defendant. The plaintiffs say the failure by the second defendant to agree to pay costs when incurred to reinstate the house to the requisite standard is a breach of its policy obligations. The plaintiff seeks an order for a specific performance or a declaration that the second defendant must pay the repair costs when incurred (plus interest and costs) against the second defendant.	31/05/2018			Eoin Farrell/Karl Robinson: Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Martin Smith/Lucy McGillivray:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 30/04/2021
CIV-2018-409-000367	Margaret Cowper v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Moore Street, Kaiapoi. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiff says the first defendant has breached its obligations by failing to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages in the sum of \$115,000 (per earthquake) and \$28,469.23 interest (plus costs) against the first defendant. The plaintiff says the failure by the second defendant to agree to pay the costs when incurred to reinstate the house to the requisite standard is a breach of its policy obligations. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the repair costs when incurred by the plaintiff (plus costs and interest) against the second defendant.	31/05/2018			Ben Russell: Lane Neave, Plaintiff Christine Meehan QC, Defendant Nat Walker, Russell McVeagh, Second Defendant	YES	DISCONTINUED 07/08/2020
CIV-2018-409-000366	Ronald and Lorraine Shaskey v IAG New Zealand Limited and Skytec Engineering	General Proceeding	Property at St Andrews Hill Road, Mount Pleasant. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiffs say the failure by the defendant to reinstate the house to the requisite standard is a breach of its obligations under the policy. The plaintiffs seek an order for specific performance or a declaration that the defendant must pay the cost when incurred by the plaintiffs to reinstate the earthquake damage to the house.	31/05/2018			Karl Robinson and Tiffany Sauni:- Shine Lawyers, Plaintiffs Brad Cuff/Charles Henley: DLA Piper, Defendant Benjamin Sanders, Darroch Forrest, Third Party	YES	DISCONTINUED 22/11/2022 Ready List Entry Date: 30/07/2021
CIV-2018-409-000365	Eileen Margaret Lawrence v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Tilford Street, Woolston. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiff says that the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) and \$28,296.59 interest (plus costs) against the first defendant. The plaintiff says the second defendant's failure to agree to reinstate the property to the standard required by the policy is a breach of its policy obligations. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house when incurred (plus interest and costs).	31/05/2018			Karl Robinson and Tandy Gwaze-Musesengwa:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson/Megan Gall:- Young Hunter, Second Defendant	YES	DISCONTINUED 24/11/2020
CIV-2018-409-000364	Andrew William Stewart Kyle and Kerryn Ann Schroeder v Vero Insurance Limited	General Proceeding	Property at 320 Buchanans Road, Yaldhurst. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant has breached its policy obligations by not agreeing to pay the reinstatement costs arising from the plaintiffs' methodology. The plaintiffs seek a declaration that the defendant is required to pay the reinstatement costs arising from the plaintiffs' proposed methodology as incurred (plus costs) or alternatively judgment for the same. The plaintiffs further say the defendant has breached its duty of good faith and seek a declaration to that effect and \$30,000 general damages (plus costs) against the defendant.	31/05/2018			Emily Walton, Wynn Williams, Plaintiffs Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 10/08/2022
CIV-2018-409-000363	Rose St Clair Limited v AA Insurance Limited	General Proceeding	Property at Hills Road, Mairerhau. Damaged as a result of the Canterbury earthquake sequence. Policy under AA. The plaintiff says the defendant has breached its policy obligations by accepting the claim yet failing/refusing to settle it in full. The plaintiff claims judgment for the cost to reinstate the house (including professional fees and demolition less payments made by EQC) or a declaration that the defendant is liable to pay to the plaintiff the full replacement cost of repairing or rebuilding the home to an "as new" condition (including professional fees and demolition less payments made by EQC) and judgment for \$20,000 for loss of rent (plus interest and costs).	30/05/2018			Grant Smith: - Canterbury Legal, Solicitor for Plaintiff Jared Higby: - St Asaph Chambers, Counsel for Plaintiff Anna Barnett, Hesketh Henry, Defendant	YES	DISCONTINUED 08/10/2019

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CIV-2018-409-000361	Brendan Miles Ross and Colleen Anne Ross v Southern Response Earthquake Services Limited	General Proceeding	Property at Hulverstone Drive, Avondale. Plaintiffs sue in their capacity as trustees of Trusts that owns property and as representatives of a class of persons (Class members) having the same interest in this proceeding in that each of them owned property insured with the defendant that was damaged as a result of the Canterbury earthquake sequence. Each class member received an abridged DRA that was not a full cost estimate to rebuild or repair the class member's dwelling and entered into a settlement agreement with the defendant based on that abridged DRA. The plaintiffs claim, on their own behalf, damages of \$141,061 and general damages in the sum of \$50,000 (plus interest and costs) against the defendant. The plaintiffs claim, on behalf of each class member, a declaration that the defendant has breached s9 of the Fair Trading Act; damages against the defendant in an amount to be quantified (being the difference between the settlement sum and the full estimate); \$25,000 general damages per each class member (plus interest and costs). The plaintiffs also seek, on their own behalf and on the behalf of each claim member, damages under s35 of the Contract and Commercial Law Act and compensation under this Act.	28/05/2018		IA on 15/02/2021 - Reserved Decision delivered 20/09/2021 IA (leave to discontinue) 29/11/2021 - Reserved Decision delivered 16/12/2021	Grant Cameron: GCA Lawyers, Solicitor for plaintiffs Philip Skelton QC/Kelly Quinn:- Bankside Chambers, Counsel for plaintiffs Tom Weston QC, Barrister, Defendant Willie Palmer, Buddle Finaly, Defendant	YES	DISCONTINUED 05/01/2022 Ready List Entry Date: 16/03/2021 COURT OF APPEAL MILESTONES: CA150/19 Filed 10/4/19 Allowed 16/9/19 SC105/2019 Filed 4/10/19 Leave Granted 9/12/19 Dismissed 17/11/20
CIV-2018-409-000351	Jan Anne Ruardy and Jan Vera Ruardy v IAG New Zealand Limited and Concept Building Limited (in Liquidation) and QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Leaver Terrace, North New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant is in breach of its policy obligations as it has accepted the plaintiffs' claim but it has failed to arrange and pay for the proper repair or replacement of the house. The plaintiffs seeks judgment for the sum required to repair the house to an "as new" condition, a declaration that the first defendant must perform its obligations under the policy and repair the home to an acceptable standard, \$10,000 general damages (plus interest and costs) against the first defendant. The plaintiffs say the second defendant breached its repair contract with the plaintiff by completing the works to a poor standard of workmanship and by failing to alert the plaintiffs to further damage to the house. The plaintiffs seek judgment for an amount to be determined to repair the damage attributed to the poor workmanship and \$10,000 general damages (plus costs) against the second defendant.	18/05/2018			David Ballantyne:- Canterbury Legal, Plaintiff Paul Smith/George Lello:- Duncan Cotterill, Second Defendant Hans van Schreven, Clark Boyce Lawyers, Second Defendant Garth Galloway, Champan Tripp, Third Party	YES	DISCONTINUED 10/12/2021
CIV-2018-409-000349	Toni Joanne Brooker v IAG New Zealand Limited and Hah Limited (in liquidation) (previously Holloway Builders Limited) and QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Wainoni Road, Wainoni. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant is in breach of its policy obligations as it had been notified that the second defendant's repairs had not been completed in accordance with the policy but has rejected any liability. The plaintiff seeks judgment for the sum required to repair the house to an as new condition, a declaration that the first defendant must perform its obligations under the policy and repair the home to an acceptable standard, \$10,000 general damages (plus interest and costs) against the first defendant. The plaintiff says the second defendant breached its repair contract with the plaintiff by not completing the repair works according to the policy standard. The plaintiff seeks judgment for an amount to be determined to repair the damage attributed to the poor workmanship and \$10,000 general damages (plus costs) against the second defendant.	16/05/2018			Holly Weston:- Canterbury Legal, Plaintiff P Smith/S Harris: Duncan Cotterill, First Defendant Hans can Schreven, Clark Boyce, Second Defendant Scott Galloway, Hazelton Law, Third Party	YES	DISCONTINUED 21/06/2022 Ready List Entry Date: 04/02/2019
CIV-2018-409-000345	David Theodorus Wojtas and Ors v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Dinglebay Place, Casebrook. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant is in breach of its statutory obligations as it has failed to pay an amount to the plaintiffs that satisfies its statutory obligations, amongst other breaches. The plaintiffs seek a declaration as to the scope of work and cost to repair the earthquake damage; a declaration that the cost to remediate the damage will exceed the EQC cap amongst other declarations. The plaintiffs also seek judgment for \$113,000 per earthquake event (plus interest and costs) against the first defendant. The plaintiffs say the second defendant considers the claim is under the EQC cap and has not made any payment (other than out of scope payments) to the plaintiffs. The plaintiffs seek certain declarations against the second defendant regarding its liability and the limitation defence and judgment for the cost to replace or reinstate the dwelling (plus costs and interest).	23/05/2018			Gregory Hair: - Malley and Co Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Bridget Read:- Young Hunter, Second Defendant	YES	DISCONTINUED 17/08/2020
CIV-2018-409-000343	Mobile Homes (1989) Limited v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Locksley Avenue, Dallington. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiff says that the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pays damages in the sum of \$115,000 (per unit and per earthquake) and consequential losses (plus costs and interest) against the first defendant. The plaintiff says the second defendant's failure to agree to repair the property to the standard required by the policy is a breach of its policy obligations. The plaintiff seeks an order for specific performance, damages in the sum of \$1,397,250.56, consequential losses (plus interest and costs) against the second defendant.	21/05/2018			Angela Parlane and Karl Robinson: - Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Bridget Read:- Young Hunter, Second Defendant	YES	DISCONTINUED 22/01/2020
CIV-2018-409-000342	Mobile Homes (1989) Limited v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Locksley Avenue, Dallington. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiff says that the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pays damages in the sum of \$115,000 (per earthquake) (plus costs and interest) against the first defendant. The plaintiff says the second defendant's failure to agree to repair the property to the standard required by the policy is a breach of its policy obligations. The plaintiff seeks an order for specific performance, damages in the sum of \$1,105,269.39, consequential losses (plus interest and costs) against the second defendant.	21/05/2018		CONSOLIDATED with CIV-2018-409-343	Angela Parlane and Karl Robinson: - Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Bridget Read:- Young Hunter, Second Defendant	YES	DISCONTINUED 22/01/2020

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CIV-2018-409-000341	Gerald Rex Oliver and Pauline Kay Oliver v IAG New Zealand Limited and Holloway Builders Limited (In Liquidation)	General Proceeding (Repairs)	Property at Bealey Avenue, Christchurch. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiffs say the failure by the first defendant to ensure the repairs to the house were carried out to the policy standard is a breach of the first defendant's obligations under the policy. The plaintiffs seek an order for specific performance for payment of the cost to remediate the defective repairs or damages in the amount of cost to repair the house (currently \$487,414) (plus costs and interest) against the first defendant. The plaintiffs say the second defendant breached its duty of care to the plaintiffs by failing to carry out the repairs to a good standard of workmanship and repair the earthquake damage properly. The plaintiffs seek damages in the amount of cost to repair the hose (currently \$487,414) (plus costs and interest) against the second defendant.	22/05/2018			Angela Parlane and Karl Robinson:- Shine Lawyers, Plaintiffs Peter Leman/Shane Swinerd:- DLA Piper, First Defendant Hans van Schreven, Clark Boyce, for liquidator of Second Defendant	YES	DISCONTINUED 21/04/2022 Ready List Entry Date: 03/05/2021 Fixture Date: 03/10/2022 Estimated Hearing Days: 7.0
CIV-2018-409-000340	Tracey Mason v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Burwood Road, Burwood. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Lumley. The plaintiff says the failure by the defendant to agree to pay the cost when incurred to reinstate the house is a breach of its obligations under the policy. The plaintiff seeks an order that the defendant specifically perform its duties under the policy by paying the cost when incurred to reinstate the house or a declaration that the defendant must pay the cost when incurred to reinstate the house (plus interest and costs).	22/05/2018			Karl Robinson and Claudia Leighs:- Shine Lawyers, Plaintiff Catherine Jamieson/Daniel Weatherley:- Young Hunter, Defendant	YES	DISCONTINUED 30/08/2019
CIV-2018-409-000339	Trustees of the G N McVicar No. 1 Trust v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Avonhead Road, Avonhead. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant has breached its obligations as it has failed to identify/carry out the replacement or reinstatement of the earthquake damage to the plaintiffs' home. The plaintiffs seek a declaration that the plaintiffs are entitled to be paid by the first defendant costs required to replace/reinstate their damaged home (up to \$100,000 plus GST) (or damages, plus costs and interest). The plaintiffs say the second defendant is in breach of its policy obligations and seek a declaration that the plaintiffs are entitled to be paid the difference between the EQC payment amount and the maximum entitlement under the policy by the second defendant (in addition to other declarations) (plus interest and costs).	17/05/2018		Consolidated with CIV-2018-409-625	Brian Burke:- Harmans Lawyers, plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Ian Hunt/Bridget Read:- Young Hunter, Second Defendant	YES	DISCONTINUED 01/10/2020
CIV-2018-409-000337	Charles and Denise Dalrymple v Tower Insurance Limited	General Proceeding	Property at Wades Avenue, St Martins. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Tower. The plaintiffs say the failure by the defendant to agree to pay costs when incurred to reinstate the house is a breach of its obligations under the policy. The plaintiffs seek an order for specific performance against the defendant or a declaration that the defendant must pay the costs to repair the earthquake damage when incurred by the plaintiffs (plus costs and interest).	22/05/2018			Karl Robinson and Claudia Leighs:- Shine Lawyers, Plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 24/10/2019
CIV-2018-409-000336	Valerie Stanley v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Queenspark Drive, Parklands. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Lumley. The plaintiff says the defendant has breached its policy obligations by failing to agree to pay the cost when incurred to reinstate the house to the policy standard. The plaintiff seeks an order for specific performance of the defendant's duties pursuant to the policy or a declaration that the defendant must pay the cost when incurred to reinstate the earthquake damage (plus interest and costs).	22/05/2018			Karl Robinson and Claudia Leighs:- Shine Lawyers, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 28/11/2018
CIV-2018-409-000331	Trustees of the Dickson Gray Family Trust v Southern Response Earthquake Services Limited and Earthquake Commission	General Proceeding	Property at Hardwicke Street, Sumner. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI/Southern Response. The plaintiffs say the failure by the defendant to agree to pay the cost when incurred to reinstate the house is a breach of its policy obligations. The plaintiffs seek an order that the defendant specifically perform its duties pursuant to the policy by paying the cost to repair the house or alternatively, a declaration that the defendant must pay the cost when incurred by the plaintiffs to repair the house (plus costs and interest).	17/05/2018			Peter Woods and Timothy Grimwood, Anthony Harper, Plaintiffs Shaun Brookes:- Buddle Findlay, First Defendant Briony Davies, MinterEllisonWattsRudd, Second Defendant	YES	DISCONTINUED 06/08/2020
CIV-2018-409-000330	Carla Bourne and Brendan Kirk v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Lukes Street, Woolston. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI/Southern Response. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required under the EQC Act. The plaintiffs seek an order that the first defendant pay damages in the sum of \$115,000 (per earthquake) and \$28,232.32 interest (plus costs) against the first defendant. The plaintiffs say the second defendant's failure to agree to pay the cost when incurred to reinstate the house is a breach of its policy obligations. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	17/05/2018			Claudia Leighs and Karl Robinson:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Graeme Dill-Russell:- Buddle Findlay, Second Defendant	YES	DISCONTINUED 05/05/2020
CIV-2018-409-000329	Catherine Jones and Kevin Coghlan v Earthquake Commission and Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Garlands Road, Woolston. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley. The plaintiffs say the first defendant is in breach of its policy obligations as it has failed to indemnify the plaintiffs as required by the EQC standard. The plaintiffs seek an order that the first defendant pay damages in the sum of \$115,000 (per earthquake), \$25,000 general damages (per plaintiff), \$28,163.84 interest (plus costs). The plaintiffs say the second defendant's failure to agree to reinstate the property to the standard required by the policy is a breach of its obligations under the policy. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	17/05/2018			Self-represented, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson/Megan Gall:- Young Hunter, Second Defendant	YES	DISCONTINUED 24/04/2020
CIV-2018-409-000328	Philip David Bunnage v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Edgware Road, Edgware. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant's repair strategy does not remediate the damage to the property in a way that is compliant with the EQC Act. The plaintiff seeks judgment for \$115,000 (plus costs and interest) against the first defendant. The plaintiff seeks a declaration that the second defendant is liable to pay to the plaintiff full reinstatement costs above the liability of the first defendant (plus interest and costs).	15/05/2018			Stephen Rennie, Rhodes and Co:- Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Bridget Read:- Young Hunter, Second Defendant	YES	DISCONTINUED 28/10/2020
CIV-2018-409-000327	Trustees of the Paul and Dianne Chaney Family Trust v IAG New Zealand Limited	General Proceeding	Property at Weka Street, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say in breach of the policy, the defendant has failed to complete and pay for the cost of reinstatement work. The plaintiffs seek a declaration that the defendant is liable to pay the plaintiffs for the reinstatement work (and other declarations) (plus costs and interest) against the defendant.	15/05/2018			Stephen Rennie:- Rhodes and Co, Plaintiffs Catherine Jamieson, Young Hunter, Defendant	YES	DISCONTINUED 04/05/2021

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CIV-2018-409-000326	Daine and Trudie Garrett v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Quebec Place, Wainoni. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations under the EQC Act as it has failed/refused to make the full physical payment to the plaintiffs. The plaintiffs seek judgment for \$128,999.26, general damages of \$50,000 and interest of \$31,815.67 (plus costs) against the first defendant. The plaintiffs say the second defendant has breached its obligations under the policy by paying the plaintiffs nothing to settle the balance of the claims. The plaintiffs seek judgment for reinstatement costs of \$349,650.74 and \$50,000 general damages (plus interest and costs) against the second defendant, or a declaration for the same.	15/05/2018			Grant Shand:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Rick Hargreaves:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 20/02/2020
CIV-2018-409-000325	Riki Fahey and Sarah Gray v Earthquake Commission and Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Property at McLean Street, Linwood. Damaged as a result of Canterbury earthquake sequence. Policy under Lumley. The plaintiffs say the first defendant is in breach of its obligations under the EQC Act as it has failed/refused to make the full physical payment to the plaintiffs. The plaintiffs seek judgment for \$137,614.09, \$50,000 general damages, \$33,940.38 interest (and costs) against the first defendant. The plaintiffs say the second defendant has breached its obligations under the policy by paying the plaintiffs nothing to settle the balance of the claim. The plaintiffs seek judgement for reinstatement costs of \$310,995.87 and \$50,000 general damages (plus interest and costs) against the second defendant.	15/05/2018			Grant Shand/Jeremy Morriss:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Caroline Laband/Richard Tosh:- DLA Piper, Second Defendant	YES	DISCONTINUED 19/12/2019
CIV-2018-409-000324	Peter Weeks and Christine Bennett v Earthquake Commission and Tower Insurance Limited	General Proceeding	Property at Briggs Road, Shirley. Damaged as a result of Canterbury earthquake sequence. Policy under Tower. The plaintiffs say the first defendant has breached its obligations under the EQC Act as it has failed/refused to make the full physical payment to the plaintiffs. The plaintiffs seek judgment for \$113,850, \$50,000 general damages and interest of \$28,079.34 (plus costs) against the first defendant. The plaintiffs say the second defendant has breached its policy obligations by paying the plaintiffs nothing to settle the claims. The plaintiffs seek judgment for reinstatement costs of \$285,000 and \$50,000 general damages (plus costs and interest) against the second defendant.	15/05/2018			Grant Shand/Jeremy Morriss:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 12/06/2019
CIV-2018-409-000323	Michael and Sheridan Searle v IAG New Zealand Limited	General Proceeding	Property at Opawa Road, Hillsborough. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the policy standard is a breach of its policy obligations. The plaintiffs seek an order that the defendant specifically perform its duties under the policy or a declaration that the defendant must pay the costs when incurred by the plaintiffs to reinstate the earthquake damage to the house (plus interest)	14/05/2018			Tiffany Sauni and Karl Robinson:- Shine Lawyers, Plaintiff Catherine Jamieson/Megan Gall:- Young Hunter, Defendant Nathaniel Walker, Russell McVeagh, Second Defendant]	YES	DISCONTINUED 02/11/2020
CIV-2018-409-000320	Graeme John Moore v IAG New Zealand Limited	General Proceeding	Property at Searidge Lane, Sumner. Damaged in 22 February 2011. Policy under IAG. The plaintiff says the defendant has breached its obligation as it has failed to pay and is denying liability. The plaintiff seeks judgment in the sum of \$1,747,986 (plus interest), certain reimbursement costs and costs against the defendant.	11/05/2018			Paul Cowey/Alex Summerlee:- Parry Field Lawyers, Plaintiff Peter Leman/Hannah Stanford:- DLA Piper, Defendant	YES	DISCONTINUED 02/06/2022 Ready List Entry Date: 02/12/2020 Fixture Date: 30/05/2022 Estimated Hearing Days: 5.0
CIV-2018-409-000307	Robert Snow, Daphne Snow and Independent Trustees (Canterbury) Limited v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Thurso Place, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant has breached its statutory obligations as it has failed/refused to make the full physical payment to the plaintiffs. The plaintiffs seek judgement for \$113,850 and \$50,000 general damages (plus interest and costs) against the first defendant. The plaintiffs say the second defendant has breached its obligations under the policy as it has paid the plaintiffs nothing to settle the balance of the claims. The plaintiffs seek judgment for reinstatement costs of \$285,000 and \$50,000 general damages (plus interest and costs) against the second defendant.	10/05/2018			Grant Shand:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Aaron Sheriff, Duncan Cotterill, Second Defendant	YES	DISCONTINUED 14/08/2019
CIV-2018-409-000304	Jeffrey Scott Cummings, Nicole Rochelle Cummings and Wilma Ellen Lynch v Earthquake Commission and Tower Insurance Limited	General Proceeding (Repairs)	Property at Mersey Street, St Albans. Damaged in Canterbury earthquake sequence. Policy under Tower. The plaintiffs say the repairs undertaken on behalf of the first defendant do not remediate the house to the standard required by the EQC Act and that the first defendant has failed/refused to make the full physical payment. The plaintiffs seek \$113,850 and \$50,000 general damages plus \$28,000.49 interest (and costs) against the first defendant. The plaintiffs say the second defendant has breached its policy obligations by paying the plaintiffs nothing to settle the claim. The plaintiffs seek reinstatement costs of \$585,000 and \$50,000 general damages (plus interest and costs) against the second defendant.	10/05/2018			Grant Shand:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Alexander Ho:- Gilbert Walker: Second Defendant	YES	DISCONTINUED 11/11/2019
CIV-2018-409-000292	David and Helen Macfadgen v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Lenton Street, Aranui. Damaged in 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The plaintiffs say the repairs undertaken on behalf of the first defendant do not remediate the house to the standard required by the EQC Act and that the first defendant has failed/refused to make the full physical payment. The plaintiffs seek \$158,650 and \$50,000 general damages plus \$38,331.81 interest (and costs) against the first defendant. The plaintiffs say the second defendant has breached its policy obligations by paying the plaintiffs nothing to settle the claim. The plaintiffs seek reinstatement costs of \$441,440 and \$50,000 general damages (plus interest and costs) against the second defendant.	1/05/2018			Grant Shand:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell and Becky Morris:- Bell Gully, Second Defendant	YES	DISCONTINUED 26/06/2019
CIV-2018-409-000290	Hylton Patrick Sweeney and Rosemary Kathleen Raymond v Earthquake Commission (Discontinued) and Lumley General Insurance (NZ) Limited	General Proceeding	Property at Hoon Hay Road, Hoon Hay. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Lumley. The plaintiffs say the first defendant has breached its statutory obligations by failing/refusing to make the full physical payment to the plaintiffs. The plaintiffs seek judgment for \$113,850 reinstatement costs, \$50,000 general damages and \$27,882.20 interest (plus costs) from the first defendant. The plaintiffs say the second defendant has failed/refused to meet its obligations under the policy and seek reinstatement costs of \$115,000 and \$50,000 general damages (plus interest and costs) against the second defendant.	1/05/2018			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Caroline Laband/Anna McElhinney:- DLA Piper, Second Defendant	YES	DISCONTINUED 09/09/2019

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CIV-2018-409-000260	Kenneth J Palmer and Kayoko Ishizawa v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Ngaio Street, Saint Martins. Damaged in Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay \$115,000 (per earthquake event) and \$26,442.82 (plus interest and costs) from the first defendant. The plaintiffs say the second defendant has failed to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the second defendant or a declaration that the second defendant must pay the costs when incurred to repair the earthquake damage (plus costs and interest).	26/04/2018			Andrew Hooker/Eoin Farrell: - Shine Lawyers, Plaintiffs John Knight/Cameron Laing:- Chapman Tripp, First Defendant Rick Hargreaves/George Lello:- Duncan Cotterill, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 24/04/2020
CIV-2018-409-000258	Stephen and Alexis Cogle v IAG New Zealand Limited	General Proceeding	Property at Bounty Street, Bryndwr. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant owes them a contractual obligation to indemnify the plaintiffs for the cost of rebuilding the home to an as new condition and that the defendant has not done this. The plaintiffs seek the economic loss and a declaration that the defendant is contractually required to indemnify the plaintiffs for the economic loss (plus costs). The plaintiffs further say the defendant has breached its duty of good faith and seek damages of \$100,000 plus costs. Finally, the plaintiffs say the defendant breached s 9 of the Fair Trading Act and seek the economic loss and an order that the plaintiffs are removed from the Insurance Claims Register (plus interest and costs) against the defendant.	27/04/2018			Self represented, Plaintiffs Paul Smith:- Duncan Cotterill, Defendant R W Raymond QC:- Defendant	YES	DISCONTINUED 20/05/2021
CIV-2018-409-000241	David Millar Lang, Timothy James Reid and Gillian Ruth Reid as trustees of the Lentune Trust v Vero Insurance New Zealand Limited	General Proceeding	Property at Fendalton Road, Fendalton. Heritage homestead. Damaged as a result of Canterbury earthquake sequence. Policy under Vero. The plaintiffs allege several breaches, namely they say the defendant has breached its policy obligations by failing to pay or quantify the cost to reinstate the property. The plaintiffs seek an order that the defendant promptly assess the cost to reinstate the property in accordance with the policy and a declaration that the defendant must pay to the plaintiffs all costs incurred in the reinstatement of the property (plus general damages and costs)	26/04/2018			David Lang:- Saunders and Co, Plaintiffs Cecily Brick: Fee Langstone, Defendant	YES	DISCONTINUED 07/12/2020
CIV-2018-409-000234	Ross and Maryann Martin v Southern Response Earthquake Services Limited	General Proceeding	Property at Richard Seddon Drive, Northwood. Damaged as a result of Canterbury earthquake sequence. Policy under AMI. The Plaintiffs say the defendant has breached, and continues to breach, its policy obligations by wrongly determining that a repair to the property is economic and by offering to cash settle for amounts that would not meet the costs to be incurred to rebuild, replace or repair the home to an "as new" condition. The plaintiffs seek a declaration that the plaintiffs are entitled to rebuild the home to an "as new" condition and that the defendant must pay the costs when incurred (plus interest and costs).	16/04/2018			Sam Hider, Simpson Greirson, Counsel for Plaintiffs David Friar/Morgan Powell: Bell Gully, Defendant	YES	DISCONTINUED 26/02/2020
CIV-2018-409-000233	Lewis Quinn Kitchen and Sharyn Jane Kitchen v AA Insurance Limited	General Proceeding	Property at Rocking Horse Road, Christchurch. Damaged as a result of Canterbury earthquake sequence. Policy under AA. The plaintiffs say the defendant has breached its obligations under the policy and the defendant's proposed scope of works do not remediate the earthquake damage. The plaintiffs seek a declaration as to the work required to remediate the earthquake damage in accordance with the policy	19/04/2018			Tyler Brown:- Saunders Robinson Brown, Plaintiffs Cecily Brick/Andrew Durrant:- Fee Langstone, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 06/08/2019
CIV-2018-409-000232	Robert Fantham v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Pacific Rod, North New Brighton. Damaged as a result of Canterbury earthquake sequence. Policy under AMI. Plaintiff says the first defendant has breached its statutory obligations by failing to indemnify the plaintiff as required. The plaintiff seeks an order for damages up to \$115,000 (per earthquake) and \$26,442.82 interest (plus costs) against the first defendant. The plaintiff says the second defendant breached its policy obligations by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration for the same (plus interest and costs).	16/04/2018			Andrew Marsh, Barrister, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell:- Bell Gully, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 11/12/2019
CIV-2018-409-000221	Neil Malcolm Scrymgeour and Angelique Maree Bott v IAG New Zealand Limited	General Proceeding	Property at Paparoa Street, Papanui. Damaged as a result of Canterbury earthquake sequence. Policy with IAG. The plaintiffs say the house is beyond economic repair and the defendant is obligated to pay the costs of rebuilding the house to an as new condition. The repair that has been proposed by the defendant will not fulfil the defendant's obligations under the policy. The plaintiffs say the defendant has breached its contractual duty, the plaintiffs seek a declaration that the defendant is obligated to pay the plaintiffs' cost of rebuilding the house, judgment in the sum of \$968,998.66, an order directing the defendant to pay certain fees, \$22,500 for loss of rent while the house is rebuilt and general damages against the defendant.	13/04/2018			Susan Bevin:- Cavell Leitch and Peter Whiteside QC (Counsel acting) Paul Smith and Dana Beissel:- Duncan Cotterill, Defendant	YES	DISCONTINUED 01/08/2019
CIV-2018-409-000216	Peter Karl Thomas Weeks and Christine Joy Bennett v Earthquake Commission (Discontinued) and Southern Response	General Proceeding (Repairs)	Property at Briggs Road, Shirley. Damaged as a result of 22 February 2011 Canterbury earthquake. Policy under AMI. Plaintiffs say the first defendant carried out some repair works which did not remediate the house to the EQC Act standard. The amount to reinstate the house is \$550,000 which the first defendant is refusing to pay. The plaintiffs seek \$113,850 and \$50,000 for general damages as well as \$27,449.02 (plus costs) against the first defendant. The plaintiffs say the second defendant has breached its obligations under the policy by paying the plaintiffs nothing to settle their claim. The plaintiffs seek reinstatement costs of \$435,000 and \$50,000 general damages (plus interest and costs) against the second defendant.	29/03/2018			Grant Shand :- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell/Becky Morris: Bell Gully, Second Defendant	YES	DISCONTINUED 27/06/2019
CIV-2018-409-000210	Kathleen Joan Ball v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Sumner Road, Lyttelton. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. First defendant completed some repair works but the plaintiff says they failed to meet the required standard. Plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages in the sum of \$115,000 (per earthquake) and interest of \$27,713.05 (plus costs) against the first defendant. The plaintiff says the failure by the second defendant to agree to reinstate the property is a breach of its policy obligations. The plaintiff seeks an order for specific performance or a declaration that the defendant must pay the cost when incurred to the plaintiff to repair the earthquake damage (plus interest and costs) against the second defendant.	6/04/2018			Tandy Gwaze-Musesengwa and Andrew Hooker:- Shine Lawyers, Plaintiff John Knight and Nicole Burt:- Chapman Tripp, First Defendant Ian Hunt:- Young Hunter, Second Defendant	YES	DISCONTINUED 14/12/2020

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CIV-2018-409-000209	Wayne Bailey and Denyce Bailey v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Frederick Street, Waltham. Damaged as a result of 22 February 2011 Canterbury earthquake. Policy under IAG. The plaintiffs say the repair works undertaken on behalf of the first defendant were not performed in a workmanlike manner. Further, the Plaintiffs say the first defendant has breached its statutory obligations as it has failed to make the full physical payment to the plaintiffs. The plaintiffs seek judgment for \$113, 850, \$50,000 general damages and \$27,739.50 interest (plus costs) against the first defendant. The plaintiffs say the second defendant breached its obligations as it has paid the plaintiffs nothing to settle their claim. The plaintiffs seek reinstatement costs of \$385,000 and \$50,000 general damages against the second defendant or a declaration for the same.	4/04/2018			Grant Shand:-Plaintiffs John Knight and Nicole Burt, Chapman Tripp, First Defendant Caroline Laband and Brad Cuff, DLA Piper, Second Defendant	YES	DISCONTINUED 20/05/2020
CIV-2018-409-000208	Savann Laurier-Cammock v Earthquake Commission and Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Petrie Street, Richmond. Damaged as a result of Canterbury earthquake sequence. Policy under AMI. Assignment of claims to plaintiff on 12 July 2017. The plaintiff says the remedial work carried out on behalf of the first defendant was not carried out to a workmanlike manner and that first defendant breached its statutory obligations by failing to make the full physical payment. The plaintiff seeks judgment for \$147,933.96 and \$36,044.05 interest (plus costs) against the first defendant. The plaintiff says the second defendant has failed to meet its obligations under the policy as it has paid the plaintiff nothing to settle the claim. The plaintiff seeks judgment for \$450,571.76 (plus interest and costs) against the second defendant.	4/04/2018			Grant Shand:- Plaintiffs John Knight, Chapman Tripp, First Defendant	YES	DISCONTINUED 17/05/2019
CIV-2018-409-000206	Monique Jones, Christine Jones and Lindsay Jones v Earthquake Commission and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Marcroft Street, Woolston. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiffs say the repair works undertaken on behalf of the first defendant were not performed in a workmanlike manner. Further, the Plaintiffs say the first defendant has breached its statutory obligations as it has failed to make the full physical payment to the plaintiffs. The plaintiffs seek judgment for \$227,700, \$50,000 general damages and \$55,479.01 interest (and costs) against the first defendant. The plaintiffs say the second defendant is in breach of its obligations as it has paid the plaintiff nothing to settle the balance of the claims. The plaintiffs seek \$220,000 for reinstatement costs and \$50,000 general damages against the second defendant or a declaration for the same.	4/04/2018			Grant Shand:-Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Caroline Laband/Caroline Halliday:- DLA Piper, Second Defendant	YES	DISCONTINUED 17/10/2019
CIV-2018-409-000203	Brett Lawrence and Carmel Olsen v Earthquake Commission (Discontinued) and Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Mays Road, St Albans. Damaged as a result of Canterbury earthquake sequence. Policy under Southern Response. The plaintiffs say the first defendant has breached its statutory obligations as it failed to produce a scope of work that identified all the earthquake damage and produce a scope of works that restored the house to the statutory standard. It also failed to ensure the remedial work was carried out in accordance with the statutory obligations and to a workmanlike standard. The plaintiffs seek judgment for excess overpayment (\$1,764.62), \$590,613.42 remedial costs, \$69,784.44 interest, \$50,000 general damages (plus costs) against the first defendant. The plaintiffs say the second defendant has failed to meet its statutory obligations by proposing a remediation strategy that does not remediate the house to an "as new" condition and by paying the plaintiffs nothing to settle the claim. The plaintiffs seek reinstatement costs of \$63,313.42 and \$2,876.50 interest (plus costs) against the second defendant or a declaration for the same.	5/04/2018			Andrew Ferguson:-Plaintiffs Morgan Powell/ Simone Cooper:- Bell Gully, Second Defendant	YES	DISCONTINUED 23/01/2020
CIV-2018-409-000202	Allan Grant Hebband v Earthquake Commission (Discontinued) and Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Naigara Street, Wainoni. Damaged as a result of Canterbury earthquake sequence. Policy under Vero. The plaintiff says the remedial work carried out on behalf of the first defendant was not carried out to a workmanlike manner and that first defendant breached its statutory obligations by failing to make the full physical payment. The plaintiff seeks judgment for \$127,858.23, \$25,000 general damages and \$31,152.60 interest (plus costs) against the first defendant. The plaintiff says the second defendant has failed to meet its obligations under the policy as it has paid the plaintiff nothing to settle the claim. The plaintiff seeks judgment for \$320,850.27 and \$25,000 general damages (plus interest and costs) against the second defendant.	4/04/2018			Grant Shand:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Peter Hunt/Laura Cole: McElroys, Second Defendant	YES	DISCONTINUED 31/03/2020
CIV-2018-409-000201	Frances Aquila Bolstad v Earthquake Commission and Tower Insurance Limited	General Proceeding (Repairs)	Property at Hereford Street, Christchurch. Damaged as a result of Canterbury earthquake sequence. Policy under Tower. The plaintiff says the work carried out by the first defendant is worthless and did not remediate the house to the standard required by the EQC Act/policy. The plaintiff seeks judgment for \$205,000, \$25,000 for general damages and interest of \$49,448.68 (plus costs) against the first defendant. The plaintiff says the second defendant has failed/refused to meet its obligations under the Fair Insurance Code by failing to settle this claim quickly and fairly. The plaintiff seeks judgment of \$395,000, \$25,000 general damages (plus interest and costs) from the second defendant.	4/04/2018			Grant Shand:- Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Mathew Harris and Melissa Hammer:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 23/01/2020
CIV-2018-409-000200	Buckland v Tower Insurance Limited	General Proceeding	Property at Hoon Hay Road, Hoon Hay. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Tower. The plaintiffs say the defendant has breached its policy obligations by failing to agree to pay the reinstatement costs for the house. The plaintiffs seek an order for specific performance against the defendant or a declaration for the same (plus costs and interest).	4/04/2018			Mobeena Hills and Karl Robinson:- Shine Lawyers, Plaintiffs Martin Smith and Lucy McGillivray:- Gilbert Walker, Defendant	YES	DISCONTINUED 27/02/2019
CIV-2018-409-000198	Margaret Anne Harris v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Bass Street, Woolston. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. Plaintiff says the first defendant has breached its statutory obligations by failing to indemnify the plaintiff as required. The plaintiff seeks an order for damages of \$115, 000 (per earthquake) and interest of \$27,713.05 (plus costs) against the first defendant. The plaintiff says the second defendant breached its policy obligations by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration for the same (plus interest and costs).	9/04/2018			Tandy Gwaze-Musesengwa and Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson and Megan Gall:- Young Hunter, Second Defendant	YES	DISCONTINUED 28/09/2020

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CIV-2018-409-000196	Samantha and Rodney Pickavance v Earthquake Commission and Tower Insurance Limited	General Proceeding	Property at Clarevale Street, Burwood. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. Plaintiffs say the first defendant has breached its statutory obligations by failing to indemnify the plaintiffs as required. The plaintiffs seek an order for damages of \$115, 000 (per earthquake) and interest of \$27,713.05 (plus costs) against the first defendant. The plaintiffs say the second defendant breached its policy obligations by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the second defendant or a declaration for the same (plus interest and costs).	9/04/2018			Mobeena Hills and Karl Robinson: - Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris and Sarah Alawi:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 14/08/2020
CIV-2018-409-000189	Philip and Joanna Hunt v Vero Insurance New Zealand Limited v IAG New Zealand Limited	General Proceeding	Property at Bangor Road, Darfield. Damaged as a result of Canterbury earthquake sequence. Policy under first and second defendant. The Plaintiffs say the failure by the defendants to agree to pay the cost when incurred to reinstate the house is a breach of its obligations under the policy. The plaintiffs seek an order for specific performance of a declaration for the same against the defendants.	29/03/2018			Mobeena Hills and Karl Robinson: - Shine Lawyers, Plaintiffs Peter Hunt:- McElroys, Defendants	YES	DISCONTINUED 25/10/2019
CIV-2018-409-000187	Jeffrey Bernard Kenney and Anthony Ian McNish as trustees of the J A V Family Trust v Vero Insurance New Zealand Limited	General Proceeding	Property at Clyde Road, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant has breached its contractual obligations to the Plaintiffs by failing to make an election under the policy, not paying the costs required to reinstate/repair the property to the requisite policy standard. The plaintiffs seek declarations that the reinstatement works are required to meet the policy standard of reinstatement and that the defendant must perform the reinstatement works, or alternatively, that the defendant must pay to the plaintiffs the difference between EQC payments received and the reinstatement works in accordance with the policy (plus interest and costs).	28/03/2018			Emily Walton:- Wynn Williams, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 25/06/2021
CIV-2018-409-000181	Henrik and Nicola Jane Cuder v AA Insurance Limited	General Proceeding	Property at Hewitts Road, Merivale Damaged as a result of the Canterbury earthquake sequence. Policy under AA. The plaintiffs say there is a dispute between the parties as to the extent of earthquake damage to the house, how it should be reinstated in accordance with the policy and the cost of that reinstatement and that the defendant is in breach of the policy by refusing to recognise the plaintiffs' entitlement to reimbursement for the costs of reinstating the house in accordance with the policy. The plaintiffs seek a declaration that the plaintiffs are entitled to the cost incurred in rebuilding or repairing the house, judgment for professional fees and a declaration that the defendant is obliged to pay for temporary accommodation and any contents as may be required as a result of the reinstatement work (plus interest and costs).	29/03/2018			Glenn Cooper:- Cavell Leitch, Plaintiffs Cecily Brick/Sam Learmonth: Fee Langstone, Defendant	YES	DISCONTINUED 22/09/2020
CIV-2018-409-000176	Body Corporate 389593 v Vero Insurance New Zealand Limited and Earthquake Commission	General Proceeding	Property at Mairehau Road, Burwood. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiff says the defendant has indicated it will breach the policy terms by deducting from any payment to the plaintiff for reinstatement of damage from the February 2011 earthquake, the amount of any payments made by EQC in respect of other earthquake events. The plaintiff seeks the following from the defendant: judgment in the sum of \$1,867,80.58; a declaration that the amount payable for the February event is an amount equal to the sum insured for the February event, minus any payment made by EQC and the only further deduction the defendant may make from this payment is its own excess under the policy; consequential loss (amount to be quantified), general damages (plus interest and costs).	22/03/2018			Ben Russell: Lane Neave, Plaintiff Annette Quesado and Anja Borchardt, First Defendant Nat Walker, Russell McVeagh, Second Defendant	YES	DISCONTINUED 21/09/2020
CIV-2018-409-000175	Jennifer Leah Martin as trustee of the Jenny Martin Family Care Trust v Earthquake Commission and Tower Insurance Limited	General Proceeding (Repairs)	Property at Cranford Street, Saint Albans. Damaged as a result of 22 February 2011 Canterbury earthquake. Policy under Tower. The plaintiff says the EQC work was not carried out to a workmanlike standar, did not remediate the house to the standard required by the EQC Act and that the first defendant has failed/refused to make the full physical payment to the plaintiff. The plaintiff seeks judgment for \$113,850, \$25,000 for general damages and \$33,417.12 of interest (plus costs) from the first defendant. The plaintiff also says the first defendant breached its obligations by failing to identify and complete to a workmanlike standard all the necessary repair works. The plaintiff seeks remedial costs (to be quantified), \$81,930 for lost rental income, interest on restoration costs and on lost rental income (plus costs) for this breach. The plaintiff says the second defendant failed/refused to meet its policy obligations by paying the plaintiff nothing to settle the balance of the claim and seeks reinstatement costs of \$385,000, general damages of \$25,000 (plus interest and costs) against the second defendant.	21/03/2018			Grant Shand, Plaintiff Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 28/11/2019
CIV-2018-409-000174	DZL Properties v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Samuel Street, Hoon Hay. Damaged as a result of the 04 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AML. The plaintiff says the first defendant has failed/refused to make the full physical payment for reinstatement costs to the plaintiff. The plaintiff seeks judgment for \$139,277.71 and interest of \$33,691.74 (plus costs) from the first defendant. The plaintiff says the second defendant has breached its policy obligations by paying the plaintiff nothing to settle the balance of the house claims. The plaintiff seeks judgment for reinstatement costs of \$370,000 plus interest (and costs) from the second defendant.	21/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell - Bell Gully, Second Defendant	YES	DISCONTINUED 18/12/2019
CIV-2018-409-000173	P J Page and M P Page v Earthquake Commission (Discontinued) and Southern Response Earthquake Services Limited	General Proceeding	Property at Lansdowne Terrace, Cashmere. Damaged as a result of the 4 September 2010 Canterbury earthquake. Policy under AML. The plaintiffs say the first defendant has failed/refused to make the full payment to the plaintiffs and seek judgment for \$54,678.49, \$50,000 general damages and \$13,226.91 (plus costs) from the first defendant. The plaintiffs say the second defendant has failed/refused to meet its obligations under the policy by paying the plaintiffs only the OOS component of the claim and has paid the plaintiffs nothing to settle the balance of the house claims. The plaintiffs seek judgment for reinstatement costs of \$385,000 and \$50,000 of general damages plus interest and costs from the second defendant.	21/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant David Friar/Morgan Powell:- Bell Gully, Second Defendant	YES	DISCONTINUED 05/08/2019

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CIV-2018-409-000172	Andrea Elizabeth Brolan v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Dover Street, Saint Albans. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiff says the first defendant has failed/refused to make the full physical payment to the plaintiff The plaintiff seeks judgment for \$227, 700, \$50,000 for general damages and \$66,342.54 interest (plus costs) from the first defendant. The plaintiff says the second defendant has breached its policy obligations by paying the plaintiff nothing to settle the earthquake claims. The plaintiff seeks reinstatement costs of \$520,000 and \$50,000 for general damages (plus interest and costs) from the second defendant.	21/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 26/06/2019
CIV-2018-409-000170	P B Smith v Earthquake Commission and Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Milton Street, Somerfield. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Poly under AMI. The plaintiff says the EQC repair work to the house was not carried out to a workmanlike standard and did not remediate the house to the standard required by the EQC Act. The plaintiff seeks judgment for \$134,246.28, \$32,474.63 of interest, \$25,000 for general damages (plus costs) from the first defendant. The plaintiff says the second defendant has failed/refused to meet its obligations under the policy as it has paid the plaintiff nothing to settle the balance of the house claim. The plaintiff seeks judgment for \$364,397.70, interest (amount to be quantified) and general damages of \$25,000 (plus costs) from the second defendant.	21/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Susan Rowe:- Buddle Findlay, Second Defendant	YES	DISCONTINUED 13/08/2019
CIV-2018-409-000166	Thomas Edward Fairfax Heale and Anthea Clare Heale v IAG New Zealand Limited	General Proceeding (Repairs)	Property at Snowdon Road, Fendalton. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiffs say the defendant has breached its contract of insurance with the plaintiffs in that it did not repair the home to the appropriate policy standard. The plaintiffs claim a sum to be quantified at trial, punitive damages and interest (plus costs) against the defendant.	16/03/2018			Mark Brown and Peter Whiteside QC, Barrister, Plaintiffs Sara Battersby:- DLA Piper, Defendant Garth Galloway, Chapman Tripp, First Third Party Paul Cowey, Parryfield Law, Second Third Party	YES	DISCONTINUED 23/11/2020
CIV-2018-409-000161	James Merlin Smith v Earthquake Commission and Tower Insurance Limited (Discontinued)	General Proceeding	Property at England Street, Linwood. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant has breached its obligations under the EQC Act as it has failed to identify/carry out the replacement/reinstatement of the earthquake damage. The plaintiff seeks a declaration the plaintiff is entitled to be paid by the first defendant to replace/reinstate the earthquake damage up to \$100,000 (plus interest and costs). The plaintiff says the second defendant is liable o pay certain costs or to replace, rebuild or repair the earthquake damage and seek declarations to this effect (plus interest and costs).	12/03/2018			Brian Burke: - Harmans Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris and Ana Lenard:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 06/12/2019
CIV-2018-409-000153	Ross Darren Pepper v Tower Insurance Limited	General Proceeding	Property at Charon Street, Brooklands. Damaged as a result of 4 September 2010 Canterbury earthquake. Policy under Tower. The plaintiff says the defendant is in breach of its obligations as it has failed to pay the cost of buying another house pursuant to its policy. The plaintiff seeks an order that the defendant pay the cost of buying another house, including the necessary legal and associated fees and that this cost must not be greater than rebuilding the house on the present site (plus interest and costs).	12/03/2018			Andrew Hooker:- Shine Lawyers, Plaintiff Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 03/04/2019
CIV-2018-409-000149	David Benjamin Braithwaite v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Worcester Street, Linwood. Damaged as a result of the 04 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Vero. The plaintiff says the repair work carried out by the first defendant is worthless and seeks \$137,113.02, \$25,000 general damages, interest of \$40,113.78 (plus costs) against the first defendant. The plaintiff says the second defendant is liable to pay to the plaintiff \$361,502 and seeks judgment for this amount, \$25,000 of general damages (plus interest and costs) against the second defendant.	7/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Peter Hunt and Sandy Percival: McElroys, Second Defendant	YES	DISCONTINUED 08/10/2019
CIV-2018-409-000148	Jason Robert Baggott v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Donnington Street, Parklands. Damaged as a result of 22 February 2011 Canterbury earthquake. Policy under AMI. Plaintiff purchased the property in November 2014. Rights to claims against both insurers assigned to plaintiff at time of purchase. The plaintiff says the work carried out by Fletcher EQR did not remediate the house to the standard required by the EQC Act and seek judgment for \$113,850 plus \$33,307.96 interest (plus costs) or alternatively, judgment for \$600,000 plus \$76,445.64 of interest (plus costs). The plaintiff says the second defendant has breached its policy obligations by paying the plaintiff nothing to settle the balance of the house claim. The plaintiff seeks judgment for reinstatement costs of \$485,000 plus interest to be quantified (and costs) from the second defendant.	7/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Himmy Lui:-Bell Gully, Second Defendant	YES	DISCONTINUED 24/09/2019
CIV-2018-409-000147	James Shanon Sim and Sera Te Wehenga Sim v Earthquake Commission (Discontinued) and Tower Insurance Limited	General Proceeding (Repairs)	Property at Wainoni Road, Wainoni. Damaged as a result of 22 February 2011 Canterbury earthquake. Policy under Tower. The plaintiff says the repair work carried out by the first defendant is worthless and seeks judgment for \$108,794.69 and \$50,000 for general damages plus \$31,828.97 (and costs) from the first defendant. The plaintiffs say the second defendant is liable to pay to the plaintiff \$485,000 and \$50,000 for general damages (plus interest and costs) from the second defendant.	7/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris: Gilbert Walker, Second Defendant	YES	DISCONTINUED 13/11/2019
CIV-2018-409-000146	Paul Michael Cavanagh and Karen Maria Cavanagh v Earthquake Commission (Discontinued) and Tower Insurance New Zealand Limited	General Proceeding	Property at Grantley Street, New Brighton. Damaged as a result of the 04 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Tower. The plaintiffs say the first defendant is liable to pay to the plaintiffs \$52,332.98 but has failed/refused to make that payment. The plaintiffs seek judgment for \$52,332.98, \$15,310.54 of interest and \$50,000 general damages (plus interest and costs) from the first defendant. The plaintiffs say the second defendant is liable to pay to the plaintiffs \$324,303.61 and seek judgment for that amount plus \$50,000 general damages (plus interest and costs) from the second defendant.	7/03/2018			Grant Shand, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Martin Smith/Hamish McQueen:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 13/09/2019
CIV-2018-409-000144	Hill Investments Limited v Earthquake Commission (Discontinued) and Vero Insurance New Zealand Limited and IAG New Zealand Limited	General Proceeding (Repairs)	Property at Office Road, Merivale. Damaged as a result of 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG and Vero. The plaintiff says the work carried out by Fletcher EQR did not remediate the house to the standard required by the EQC Act and seek judgment for \$136,186 plus \$40,027.47 of interest (plus costs) against the first defendant. The plaintiff says the second defendants have failed/refused to meet their obligations by failing to settle the claim validly and quickly. The plaintiff seeks reinstatement costs of \$451,800 plus interest to be quantified (and costs) against the second defendant.	7/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant George Lello:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 19/09/2019

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2018-409-000130	Tony Franklin and Joseph Lindsay (Deceased) as trustees of the T Franklin Investment Trust v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Ashgrove Terrace, Cashmere. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages up to \$115,000 (per earthquake) plus interest and costs. The plaintiffs say the second defendant's failure to agree to pay costs when incurred to reinstate the house to the policy standard is a breach of its obligations and seek an order for specific performance or a declaration for the same (plus interest and costs).	6/03/2018			Andrew Hooker:- Shine Lawyers, Plaintiffs Briony Davies, MinterEllisonRuddWatts, First Defendant Ian Hunt and Megan Gall:- Young Hunter, Second Defendant	YES	DISCONTINUED 18/01/2021
CIV-2018-409-000129	Wolfgang Hermann Paul Fassbinder v Earthquake Commission (Discontinued) and Southern Response Earthquake Services Limited	General Proceeding	Property at Bowhill Road, New Brighton. Damaged as a result of 04 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The plaintiff says the first defendant has breached its obligations under the EQC Act by failing to indemnify the plaintiff as required by the Act. The plaintiff seeks damages of \$115,000 per earthquake (plus costs and interest) from the first defendant. The plaintiff says the failure by the second defendant to agree to pay the reinstatement costs when incurred is a breach of its obligations. The plaintiff seeks an order for specific performance or a declaration for the same from the second defendant.	6/03/2018			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant David Friar, Bell Gully, Second Defendant	YES	DISCONTINUED 05/11/2020
CIV-2018-409-000127	Antony Thomas Coles v Earthquake Commission (Discontinued) and Tower Insurance Limited	General Proceeding	Property at Bronwyn Street, Mairheau. Damaged as a result of 04 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Tower. The plaintiff says the first defendant has breached its obligations under the EQC Act by failing to indemnify the plaintiff as required by the Act. The plaintiff seeks damages of \$115,000 per earthquake (plus costs and interest) from the first defendant. The plaintiff says the failure by the second defendant to agree to pay the reinstatement costs when incurred is a breach of its obligations. The plaintiff seeks an order for specific performance or a declaration for the same from the second defendant.	6/03/2018			Andrew Hooker:- Shine Lawyers, Plaintiffs	YES	DISCONTINUED 21/04/2020
CIV-2018-409-000126	Kelli Manson v Earthquake Commission and Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Property at Wellington Street, Phillipstown. Damaged as a result of 04 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under Lumley. The plaintiff says the remediation works completed by Fletcher EQR did not fix the earthquake damage and seek \$93,839.18, \$25,000 for general damages and \$27,419.78 interest (plus costs) from the first defendant. The plaintiff says the second defendant is liable to pay \$457,846.78 to the plaintiff and seek judgment for this amount plus \$25,000 general damages, interest (to be quantified) and costs against the second defendant.	5/03/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Aaron Sherriff and Edward Greig:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 04/09/2019
CIV-2018-409-000125	Ricky John Forster and Verna Kahutiar Forster v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Shortland Street, Wainoni. Damaged as a result 04 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under AMI. The plaintiffs say the first defendant has failed/refused to make the full physical payment to the plaintiffs and seek judgment for \$72,390.82, \$50,000 general damages and interest of \$21,152.58 (plus costs) from the first defendant. The plaintiffs say the second defendant has failed/refused to meet its obligations under the policy by paying the plaintiffs nothing to settle the balance of the claim. The plaintiffs seek reinstatement costs of \$404,100 and interest (to be quantified) (plus costs) from the second plaintiff.	5/03/2018			Grant Shand, Plaintiff	YES	DISCONTINUED 15/07/2019
CIV-2018-409-000124	Pristine Investments Limited (trading as Yaldhurst Hotel) v Allianz Australia Insurance Limited	General Proceeding	Property situated on Main West Coast Highway, Christchurch. Damaged as a result of the 04 September 2010 and 22 February 2011 earthquakes. The plaintiff says the defendant is in breach of its obligations under the policy as it has failed to agree to pay the costs to reinstate the property to the policy standard. The plaintiff seeks an order for specific performance or a declaration that the defendant must pay the cost to repair the earthquake damage to the policy standard (plus interest and costs).	1/03/2018			Susan Bevin: Cavell Leitch., Plaintiff Richard Tosh:-DLA Piper, Defendant	YES	DISCONTINUED 28/06/2021 Ready List Entry Date: 30/05/2020 Fixture Date: 01/03/2021 Estimated Hearing Days: 10.0
CIV-2018-409-000103	Pinot Properties Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Papanui Road, Papanui. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant is in breach of its contract as it has failed to pay the plaintiff its full entitlement under the policy. The plaintiff seeks a declaration as to the meaning of "indemnity value" under the policy; that the excess should be deducted from the total loss (rather than sum insured); judgment for full indemnity; judgment for loss of rent (amounting to \$302,943) plus additional costs (plus interest and costs).	22/02/2018			M J Borcoski and T J Brown:- Saunders Robinson Brown, Plaintiff Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 03/02/2020
CIV-2018-409-000101	Lois Adrienne Lough and Richard John Lough v Earthquake Commission (discontinued) and Vero Insurance New Zealand Limited	General Proceeding	Property at Kenwyn Avenue, Saint Albans. Damaged as a result of Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the first defendant has breached its obligations under the EQC Act as it has failed to indemnify the plaintiff to the standard required by the Act. The plaintiff seeks an order for damages of \$115,000 per earthquake (plus costs and interest) from the first defendant. The plaintiffs say the failure by the second defendant to agree to pay the cost to reinstate the house, when incurred, amounts to a breach of policy obligations. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost of reinstatement when incurred (plus costs and interest).	21/02/2018			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Peter Hunt and Sandy Percival:- McElroys, Second Defendant	YES	DISCONTINUED 26/02/2020
CIV-2018-409-000099	Corey and Lana Tamou v Southern Response Earthquake Services Limited	General Proceeding	Property at Tavendale Place, Saint Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under Southern Response. The plaintiffs say the defendant's proposed repair methodology would not result in a repair to the house to the standard required under the policy, which amounts to a breach of contract. The plaintiffs seek a declaration that the repair methodology proposed by the defendant does not meet the standard of repair and reinstatement required by the policy, that any repair methodology shall require replacement of the foundation and localised repair to the superstructure, an order that the defendant pay the current cost of repairing the property (\$528,481), \$25,000 for general damages (plus interest and costs).	20/02/2018			Tania Hutchinson:- Saunders and Co, Plaintiffs David Friar / Nick Moffatt:- Bell Gully, Defendant	YES	DISCONTINUED 21/06/2019
CIV-2018-409-000085	Cherrie Birchfield v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Sugden Street, Spreydon. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant has breached its obligations under the EQC Act as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 (per earthquake, plus interest and costs) from the first defendant. The plaintiff says the second defendant has breached its policy obligations by failing to agree to pay the reinstatement costs when incurred. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the repair costs when incurred (plus interest and costs).	31/01/2018			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 03/03/2020

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CIV-2018-409-000058	Mark James Cochrane v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Sinclair Street, New Brighton. Damaged as a result of Canterbury earthquake sequence. Policy under Southern Response. The plaintiff says the first defendant has failed/refused to make the full payment. The plaintiff seeks judgment fo \$141,499.08, \$50,000 for general damages and interest of \$40,921.69 (plus costs). The plaintiff says the second defendant is liable to pay to the plaintiff \$376,715.88 for reinstatement costs. The plaintiff seeks this amount plus \$50,000 for general damages (plus interest and costs) from the second defendant.	7/02/2018			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant David Friar/Morgan Powell: Bell Gully, Second Defendant	YES	DISCONTINUED 19/06/2019
CIV-2018-409-000007	Sharyn Wilson-Berg v Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Bridge Street, New Brighton. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiff says the defendant has breached its contract by failing to agree to pay the cost when incurred to reinstate the house to the policy standard. The plaintiff seeks an order for specific performance or a declaration that the defendant must pay the cost when incurred by the plaintiff to repair the damage (plus interest and costs).	22/12/2017			Andrew Hooker, Shine Lawyers: - Plaintiff Peter Hunt and Emily Ferguson: - McElroys, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 18/11/2019
CIV-2018-409-000006	Michael Todd and Victoria Hix v AA Insurance Limited	General Proceeding	Property at Cressy Terrace, Lyttelton. Damaged in September 2010 and February 2014. Policy under AA. The plaintiffs say the defendant has breached its contractual obligations by failing to agree to pay the cost when incurred to reinstate the house to the policy standard. The plaintiffs seek an order for specific performance or a declaration that the defendant must pay the cost when incurred by the plaintiffs to reinstate the earthquake damage (plus interest and costs).	22/12/2017			Andrew Hooker, Shine Lawyers: - Plaintiff Cecily Brick: Fee Langstone, Defendant	YES	DISCONTINUED 22/12/2020
CIV-2018-409-000005	Branthwaite v IAG New Zealand Limited	General Proceeding	Property at McDougall Avenue, Merivale. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant is in breach of its contract as it has failed to agree to pay the cost when incurred to repair the house to the policy standard. The plaintiffs seek an order for specific performance or a declaration for the same (plus interest and costs).	22/12/2017			Don McBeath:- MDS Law, Plaintiffs M E Gall: - Young Hunter, Defendant	YES	DISCONTINUED 28/01/2019
CIV-2018-409-000004	Wayne Burney and Joy Burney v Vero Insurance New Zealand Limited	General Proceeding	Property at Breezes Road, Aranui. Damaged in February and June 2011. Policy under Vero. The plaintiffs say the defendant has breached its contractual obligations by failing to agree to pay the cost when incurred to reinstate the house to the policy standard. The plaintiffs seek an order for specific performance or a declaration that the defendant must pay the cost when incurred by the plaintiffs to reinstate the earthquake damage (plus interest and costs).	22/12/2017			Andrew Hooker, Shine Lawyers: - Plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 18/07/2018
CIV-2018-409-000003	Body Corporate 356271 v Vero Insurance New Zealand Limited	General Proceeding	Property at Marine Parade, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiff says the defendant has breached its obligations under the policy by wasserting that the damage existed prior to the earthquake sequence, taking an unreasonable time to assess the property and engage experts, failing to provide expert reports and repair strategy to the plaintiff, failing to complete claim investigation unless plaintiff agreed to the to the defendant's proposed strategy, failing to confirm the cost of repairs and refusing to extend the limitation period. The plaintiff seeks a declaration that the defendant is liable to pay to the plaintiff the cost of reinstating the property to the policy standard or judgment for the same, \$25,000 in general damages (plus interest and costs).	22/12/2017		Fixture 10 days on 14/02/2022	Ayleath Foote/Laura McLoughlin-Ware: - Duncan Cotterill, Plaintiff Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 17/03/2022 Ready List Entry Date: 01/03/2021 Fixture Date: 14/02/2022 Estimated Hearing Days: 10.0
CIV-2018-409-000001	Vero Insurance New Zealand Limited v Morebacon Limited	General Proceeding	Property (owned by defendant) at Warrington Street, Mairehau. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. Defendant purchased property in 2014 from insured. Insured purported to assign rights and remedies in relation to the Claim under a Deed of Assignment. The plaintiff did not, and does not, consent to the assignment of claim. The plaintiff has (on multiple occasions) advised the defendant it is only entitled to indemnity value and has offered to pay indemnity value. The defendant has rejected offers. Plaintiff seeks a declaratory judgment that its liability to the defendant as an assignee is no more than indemnity value of the home (plus costs).	22/12/2017			Peter Hunt/Kristal Rowe: - Plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 28/02/2018
CIV-2018-404-001238	Lewis and Ellen Graham v IAG New Zealand Limited	General Proceeding	Properties at Stapletons Road, Richmond. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has failed/refused to meet its obligations under the policy by failing to propose a reinstatement strategy to remediate the house to a condition as nearly as possible to equal to its condition when new (amongst other claims). The plaintiffs seek reinstatement costs, \$2,000 for soft landscaping and interest plus costs. The plaintiffs also seek the above plus loss of rent and general damages for flood damage against the defendant.	28/06/2018			Grant Shand:- Plaintiffs Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 17/08/2020
CIV-2018-404-001237	Gavin and Keryn Thiele v IAG New Zealand Limited	General Proceeding	Property at Heathfield Avenue, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has failed/refused to meet its obligations under the policy by paying the plaintiffs nothing to settle the house claims (amongst other matters). The plaintiffs seek judgment for reinstatement costs of \$1,226,932.43 and \$50,000 general damages (plus interest and costs) or a declaration for the same against the defendant.	27/06/2018			Peter Woods:- Plaintiffs Matthew Booth/Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 22/12/2021
CIV-2018-404-001221	IAG New Zealand Limited as assignee of the rights of Joanne McDermott and John Carter and IAG New Zealand Limited v Orange H Management Limited (in receivership) (formerly named Hawkins Management Limited) and Orange H Group Limited (in receivership) (formerly named Hawkins Group Limited) and Peak Construction Limited T/a Golden Homes and QBE Insurance (Australia) Limited and Christchurch City Council	General Proceeding (Repairs)	Property at Winchester Street, Christchurch. Damaged as a result of the Canterbury Earthquake sequence. Policy under IAG. The insured made a claim for reinstatement which IAG accepted. The rebuild work was defective. IAG paid the insured for the cost of rectifying damage in exchange for the assignation of the insured's rights. The plaintiff seeks judgment against the defendants for damages under the Consumer Guarantees Act as well as additional damages to be particularised closer to trial, interest and costs.	25/06/2018			Oliver Collette-Moxon, Barrister, Plaintiffs Paul Smith and Dana Beissel, Duncan Cotterill, plaintiffs Peter Woods, Anthony Harper, Third Defendant Geoff Carter, Chapman Tripp, Fourth Defendant Helen Smith, Simpson Grierson, Fifth Defendant Alistair Darroch, Darroch Forrest, Third Party	YES	DISCONTINUED 13/07/2021

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CIV-2018-404-001082	McDonald v IAG New Zealand Limited and ORANGE H MANAGEMENT LIMITED (in receivership) (formerly named Hawkins Management Limited) and ORANGE H GROUP LIMITED (in receivership) and QBE Insurance (Australia) Limited and CJ Philips Construction Limited and MSC Consulting Group Limited and ENGEO Limited	General Proceeding (Repairs)	Property at St Thomas Place, Woolston. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. IAG elected to restore the property. Plaintiffs alleged defects in the repair and seek a cause of action in negligence with a loss to the plaintiff of \$448,653.00. The plaintiffs also seek a declaration under the Consumer Guarantees Act, a breach of the indemnity claim and agreement against IAG and the repairer.	5/06/2018		Fixture, 15 Days on 05/08/2024	Oliver Collette-Moxon:- Duncan Cotterill, Plaintiff Scott Galloway, Hazelton Law, Third Defendant Richard Finn and Natasha Cannon, Wooton Kearney, Fifth Defendant Garth Galloway, Chapman Tripp, Third Party	NO	Ready List Entry Date: 12/08/2022
CIV-2018-404-001052	Courtenay Car Park Limited v QBE Insurance (Australia) Limited	General Proceeding	Property at Tory Street, Wellington. Damaged as a result of the Kaikoura Earthquake Sequence. Property was undergoing repairs at the time of the earthquake and QBE insured the builder and project manager of these repairs. The property could not be repaired, the Wellington City council issued a s.129 building Act 2004 Notice and the property had to be demolished. Plaintiff claims loss of the project works, demolition costs and seeks an order for specific performance, a declaration, interest and costs.	31/05/2018		MANAGED IN AUCKLAND HIGH COURT COMMERCIAL PANEL	Finn Collins, Gibson Sheat, Plaintiff Toby Gee, Lambton Chambers, Plaintiff Michael Ring QC, Barrister, Defendant Peter Hunt, McElroy's, Defendant	YES	DISCONTINUED 20/01/2022 Ready List Entry Date: 04/04/2019 Fixture Date: 08/11/2021 Estimated Hearing Days: 5.0
CIV-2018-404-000557	Molesworth Place Property Limited v IAG New Zealand Limited and Earthquake Commission (Discontinued)	General Proceeding (transferred from the Auckland registry)	Property at Molesworth Place, Somerfield. Damaged as a result of the 4 September 2010 and 22 February 2011 Canterbury earthquakes. Policy under IAG. The plaintiff says the defendants have not made any dwelling related payments to the plaintiff. The plaintiff seeks judgment for reinstatement costs of \$170,000 (plus interest and costs) against the first defendant. The plaintiff seeks judgment for \$227,700 and interest of \$55,107.60 (plus costs) against the second defendant.	5/04/2018			Grant Shand:- Plaintiff Paul Smith/Vanessa Ma: Duncan Cotterill, First Defendant Nathaniel Walker, Russell McVeagh, Second Defendant	YES	DISCONTINUED 08/08/2019
CIV-2018-009-002941	Carrie-Jane Hargrave v Roydon Charles Turner and Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Property at gunna Crescent, Cashmere, Christchurch. Policy under Westpac, insured by Lumley. Damaged in the Canterbury Earthquake sequence. The Second Defendant arranged repairs and engaged the first defendant to complete these. Plaintiff claims the house has defective repairs and claims negligence against the first defendant, and breach of contract against the second defendant. plaintiff seeks damages, interest, costs of temporary accommodation and interest.	15/11/2018	26/02/2021	Fixture 5 days on 01/08/2022	Grant Shand, Grant Shand Barristers, Plaintiff Tim McKenzie, Canterbury Chambers, First Defendant Paul Smith, Duncan Cotterill, Second Defendant	YES	DISCONTINUED 29/07/2022 Fixture Date: 01/08/2022 Estimated Hearing Days: 5.0
CIV-2018-009-002236	Russell James Wood and Gillian Katie Wood v Southern Response Earthquake Services Limited	General Proceeding	Property at Cranofrd Street, Saint Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under AML. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$163,303.90 and judgment for \$50,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$163,303.90 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002235	Simon Andrew Williams and Melanie Jane Williams and Maxine Barbara Forde as trustees of the Williams Family Trust v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Glenelg Spur, Huntsbury. Damaged as a result of the Canterbury earthquake sequence. Policy under AML. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$158,240.18 and judgment for \$50,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$158,240.18 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002233	I Living Limited v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Waitikiri Drive, Parklands. The plaintiff says the defendant engaged in misleading and deceptive conduct by providing the plaintiff only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiff has lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiff seeks an order that the settlement agreement be void and an order for damages of \$78,874.05 and judgment for \$50,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$78,874.05 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002231	Glen Hayden Taylor v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Reginald Street, Burwood. Damaged as a result of the Canterbury earthquake sequence. Policy under AML. The plaintiff says the defendant engaged in misleading and deceptive conduct by providing the plaintiff only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiff lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiff seeks an order that the settlement agreement be void and an order for damages and judgment for \$25,000 general damages (plus interest and costs). The plaintiff alternatively says the defendant breached its obligations and seeks judgment for an amount to be quantified, \$25,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002230	Nicola Jane Shand and Marjorie Beryl Shand and Robert Ross Shand and Catherine Mary Pegley as trustees of the N J Shand Family Trust v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Crosican Grove, Parklands. Damaged as a result of the Canterbury earthquake sequence. Policy under AML. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$116,224.20 and judgment for \$25,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$161,224.20 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019

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CIV-2018-009-002228	Marshall Joseph French and Dale Frances French v Southern Response Earthquake Services Limited	General Proceeding	Property at Stour Drive, Burwood. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for \$115,772.40 and \$50,000 damages plus interest and costs.	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002227	Susan Jayne Van Eyk Menkman and Marinus Hans Van Eyk Menkman v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Stour Drive, Burwood. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$103,486.25 and judgment for \$50,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$1103,486.25 and \$50,000 general damages (plus interest and costs). and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002224	Edwin Charles Killick and Bridget Jane Killick v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Glenelg Spur, Hillsborough. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$350,000 (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$350,000 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002223	Timothy Kenyon Jones and Elisabeth Kirsten Jones v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Merivale Lane, Merivale. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$187,975.68 and \$50,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$187,975.68 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002222	Lance Jarrod Graham and Nicola Ann Graham v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Reginald Street, Burwood. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$174,562 and \$50,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$174,562 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002221	Ian Robert Barr and Angela Dawn Barr v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Gayhurst Road, Dallington. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$100,267.15 and judgment for \$50,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$100,267.15 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-002220	Annette Lee Bachop as trustee of the Annette Bachop Family Trust v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Eastwood Rise, Waimari Beach. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$100,267.15 and judgment for \$50,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$206,761 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 23/05/2019
CIV-2018-009-002219	Graeme Thomas Miro Bachop and Angela Mary Bachop and John Alexander Shepard Bucha as trustees of the Bachop Family Trust v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Rapaki Road, St Martins. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct by providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and as a result, the plaintiffs lost the difference between the settlement amount and the undisclosed DRA rebuild amount. The plaintiffs seek an order that the settlement agreement be void and an order for damages of \$44,862.26 and judgment for \$25,000 general damages (plus interest and costs). The plaintiffs alternatively say the defendant breached its obligations and seek judgment for \$44,862.26 and \$50,000 general damages (plus interest and costs).	3/09/2018	21/09/2018		Grant Shand - Plaintiffs Susan Rowe - Buddle Findlay - Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-001073	Peter Andrew Cammock and Elizabeth Mary Cammock v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at River Road, Richmond. Damaged as a result of Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant engaged in misleading and deceptive conduct providing the plaintiffs only the disclosed DRA and not the undisclosed DRA and representing the cost to rebuild the house as \$283,202.80 when the cost to rebuild was at least \$372,149.20. The plaintiffs seek an order that the settlement agreement be void under the Fair Trading Act 1986 and damages for \$87,015.01. The plaintiffs further seek general damages of \$50,000 and interest of \$21,249.93 (plus costs). The plaintiffs further say the defendant breached its obligations and seek \$50,000 general damages and interest of \$16,096.79 (plus costs) against the defendant.	26/04/2018	21/05/2018		Grant Shand:- Plaintiff Nick Moffatt/Becky Morris:- Bell Gully, Defendant	YES	DISCONTINUED 30/04/2019

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2018-009-000931	Timothy and Philippa Riley v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at La Costa Lane, Mt Pleasant. Damaged as a result of the 22 February 2011 Canterbury earthquake. Policy under AMI. The plaintiffs say the defendant provided the plaintiffs with a house claim decision pack that included a decision letter and a Detailed Repair/Rebuild Analysis. In reliance on the defendant's conduct, the plaintiffs entered into a settlement agreement with the defendant. The plaintiffs then made a request under the Privacy Act for the most recent copy of the DRA which specified the rebuild cost at a higher value than the DRA the plaintiffs were given at the time prior to entering into the settlement agreement. The plaintiffs say the defendant breached ss 9, 11/or 13 of the Fair Trading Act and breached its obligations. The plaintiffs seek an order that the settlement agreement be void and damages of \$287,134.19 (being the difference between the sums in the disclosed and undisclosed DRAs). The plaintiffs also seek general damages of \$50,000 and interest of \$69,657.22 (plus costs). For the breach of obligations by the defendant, the plaintiffs seek general damages of \$50,000 and interest of \$78,518.95 (plus costs).	16/04/2018	8/05/2018		Grant Shand:-Plaintiffs Sophie East/Becky Morris/Nick Moffatt:- Bell Gully, Defendant	YES	DISCONTINUED 30/04/2019
CIV-2018-009-000876	Nicola Short and Cory Garbutt v Earthquake Commission (Repairs)	General Proceeding (Repairs)	Property at St Johns Street, Woolston. Damaged as a result of the Canterbury Earthquake Sequence. The original owners lodged claims under the EQC Act 1993. The original owners sold the property to the plaintiffs and assigned all rights to the plaintiffs. Repairs were undertaken but the plaintiffs alleged the repairs are defective. Plaintiffs claim judgment in the sum of \$137,550.00, interest and costs.	6/04/2018	14/12/2018		Peter Whiteside QC and Ben Walker instructed by Geddes & Maciaszek, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendants	YES	DISCONTINUED 11/01/2021
CIV-2018-009-000729	Paul Raymond Brazier v Vero Insurance New Zealand Limited and IAG New Zealand Limited	General Proceeding (transferred from District Court)	Property at Randolph Street, Woolston. Damaged in September 2010 and February 2011. Policy under Vero and IAG. The plaintiff says the defendants have failed/refused to meet its policy obligations as it has paid the plaintiff nothing to settle the claim. The plaintiff seeks reinstatement costs of \$282,265.35 and \$25,000 general damages plus interest and costs.	20/03/2018	1/06/2018		Grant Shand/Jeremy Morriss:- Grant Shand, Plaintiff Aaron Sherriff/Edward Greig:- Duncan Cotterill, Defendants	YES	DISCONTINUED 08/04/2019
CIV-2018-009-000468	New Brighton Dental Care Limited v Medical Assurance Society Limited	General Proceeding	Property at New Brighton Mall, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under MAS. The plaintiff says the defendant breached its obligations under the policy by wrongly refusing to pay to the plaintiff \$144,166 for its reduction in turnover for business interruption. The plaintiff seeks judgment for that amount plus interest and costs from the defendant. The plaintiff further seeks judgment for \$36,529.72 for claim preparation costs (plus interest and costs).	13/02/2018	6/03/2018		Mark Henderson: - Corcoran French, Plaintiff Andrew Home/Nick Frith/Justus Vickers:- Minter Ellison, Defendant	YES	DISCONTINUED 18/01/2019
CIV-2018-009-000417	Karl Gregory Dodds and Ors v Southern Response Earthquake Services Limited	General Proceeding	Property at Errol Lane, Huntsbury. Damaged as a result of the 4 September 2010 and 22 February 2011 earthquakes. Policy under AMI. The plaintiffs say the defendant misrepresented to the plaintiffs the assessed cost of rebuilding the property and that the plaintiffs would not have entered into the Partial Agreement if they had been disclosed the full DRA. The plaintiffs seek damages of \$217,181.07, \$15,000 of general damages (plus interest and costs) from the defendant.	14/02/2018	5/03/2018		Peter Woods:- Anthony Harper, Plaintiffs Nick Moffatt and Becky Morris: - Bell Gully, Defendant	YES	JUDGMENT 16/08/2019 COURT OF APPEAL MILESTONES: CA466/19 Filed 13/9/19 Allowed in Part 7/9/20
CIV-2017-409-001001	Michael Innes Stenhouse and Susan Carol Stenhouse v Southern Response Earthquake Services Limited	General Proceeding	Property at Plynlimon Road, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant is in breach of its policy obligations as it has refused/failed to accept the house is not repairable to an "as new" condition and by refusing/failing to accept the plaintiffs have a choice as to how to proceed. The plaintiffs seek a declaration that the house is not economically repairable (to an "as new" condition) and that the plaintiffs have a choice as to how to proceed (plus interest and costs).	21/12/2017			Glen James Ryan: - White Fox Jones and Neil Campbell QC: - Shortland Chambers, Plaintiff Morgan Powell and Becky Morris: Bell Gully, Defendant	YES	DISCONTINUED 29/05/2019
CIV-2017-409-000998	Robyn Tracy Harris and Graeme Roy Harris v Southern Response Earthquake Services Limited	General Proceeding	Property at Hillsborough Terrace, Hillsborough. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the defendant has accepted the claim but has failed/refused to settle the claim in full. The plaintiffs seek judgment for the cost to reinstate the property (including GST, professional fees, demolition and debris removal, less EQC's payments). Alternatively, the plaintiffs seek a declaration that the defendant is liable to pay the full replacement costs of reinstating the house to an "as new" condition and a declaration for the correct repair methodology (plus general damages of \$10,000 and costs).	21/12/2017			Jai Moss/Noor Hamid:- St Asaph Chambers and Grant Smith: - Canterbury Legal, Plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 24/05/2019
CIV-2017-409-000997	Moorhouse Commercial Park Limited and trustees of the AEC Trust v Vero Insurance New Zealand Limited	General Proceeding	Properties at Moorhouse Avenue and Hazeldeen Road. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs says the defendant is obligated under the policy to pay the costs incurred in repair of the damage and the restoration of the properties and seek declarations to this effect (plus interest and costs). The plaintiffs further say that the defendant failed to properly assess their claims. The plaintiffs seek damages (to be quantified at trial) (plus interest and costs).	21/12/2017		Reserved Decision	Stephen Rennie, Plaintiff Cecily Brick and Ali Cornwall, Fee Langstone, Defendant	YES	JUDGMENT - DEFENDED HEARING 06/12/2022 Ready List Entry Date: 10/06/2020 Fixture Date: 18-20, 22, 27-29 July, 1-3 August, 3-4 October 2022
CIV-2017-409-000996	Anthony Eric Hansen v AA Insurance Limited	General Proceeding	Property at Avery Place, Redcliffs. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the defendant has failed to exercise its right of election within a reasonable time and has proposed a repair methodology which is not in accordance with the standard of repair under the policy. The plaintiff seeks a declaration that the property is beyond economic repair and is a rebuild. Alternatively, the plaintiff seeks a declaration for certain works or that the plaintiff has the right to choose whether the defendant pays the replacement or rebuild value to the plaintiffs (plus costs).	21/12/2017			Peter Woods/Lisa Taylor: - Anthony Harper, Plaintiff Alan Sherlock: Hesketh Henry, Defendant	YES	DISCONTINUED 19/11/2018
CIV-2017-409-000988	Nicola Gabrielle Smith v Vero Insurance New Zealand Limited	General Proceeding	Property at Tai Tapu Road, Tai tapu. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiff says in breach of its policy, the defendant has failed to properly establish the correct rebuild methodology for the property. The plaintiff seeks a declaration that the cost of rebuilding the home on the current site is \$2,940,885 (or such other amount as determined at trial given on-going increases in construction costs, less EQC's payment of \$115,000) (plus interest and costs). The plaintiff further seeks \$62,453.23 for consultant's costs, \$25,000 for general damages, \$37,687 for replacement costs of carpet and drapes and \$25,000 for temporary accommodation and storage (plus interest and costs).	21/12/2017			Mark Henderson: - Corcoran French, Plaintiff Cecily Brick: Fee Langstone, Defendant	YES	DISCONTINUED 24/10/2019
CIV-2017-409-000984	Worrick Kenneth Norton v Earthquake Commission	General Proceeding (Repairs)	*part of group case * Property at Yaldhurst Road, Yaldhurst. Damaged as a result of the Canterbury earthquake sequence. The plaintiff says certain repairs do not meet the defendant's obligations under the EQC Act and that there is damage caused by earthquakes that has not been repaired. The plaintiff seeks special damages in the amount required to repair the property to the standard set out in the EQC Act, \$100,000 for general damages (plus interest and costs).	18/12/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker: - Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2017-409-000981	Andrew Pearson v IAG New Zealand Limited	General Proceeding	Property at Ferry Road, Woolston. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the defendant is in breach of its obligations under the policy as it has failed to agree to pay the cost when incurred to reinstate the house to the policy standard. The plaintiff seeks an order for specific performance or a declaration that the defendant must pay the cost when incurred by the plaintiff to reinstate the earthquake damage (plus costs and interest).	18/12/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 06/09/2018
CIV-2017-409-000978	Byron Shortland Limited v Buildtech Restorations Limited and Certain Underwriters at Lloyd's of London	General Proceeding (Repairs)	Property at Byron Street, Sydenham. Damaged as a result of the Canterbury earthquake sequence. Policy under Lloyd's of London. The plaintiff says the first defendant breached its duty of care toward the plaintiff in carrying out the repair works and seek damages in the amount of the costs to remediate the defective repairs (plus interest and costs). The plaintiff says the second defendant have breached their policy obligations as they failed to remediate the damage in accordance with the policy terms. The plaintiff seeks damages in the amount of the costs required to remediate the repairs and scope omissions or a declaration that the second defendants are liable to pay. Alternatively, that the second defendants must undertake and meet the costs of the necessary work. The plaintiff also seeks damages for consequential losses against the second defendant (plus interest and costs).	20/12/2017			Melissa Borcoski/Tyler Brown:- Saunders Robinson Brown and Neil Campbell QC, Shortland Chambers for the Plaintiff Matt Maling:- Lane Neave, First Defendant	YES	DISCONTINUED 08/02/2019
CIV-2017-409-000976	163 High Street Limited v Certain Underwriters at Lloyd's of London	General Proceeding	Property at High Street, Central Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under Lloyds. The plaintiff says the defendant has breached its policy as it has only partly indemnified the plaintiff. The plaintiff seeks a declaration that the defendant pay the cost of reinstatement up to the amount owing under the policy or damages in a sum that reflects the difference between the amount owing and amount paid to date (plus damages for loss of rent and expenses, \$25,000 general damages and interest and costs). The plaintiffs further seek a declaration that the defendant has acted in breach of its duty and good faith and seek damages as set out above.	8/12/2017		TC after 01/10/2023	Grant Cameron:- GCA Lawyers, Plaintiff Crossley Gates:- Keegan Alexander Barristers, Defendant	NO	
CIV-2017-409-000957	Julian and Erica Lingard v Southern Response Earthquake Services Limited	General Proceeding	Property at Hills Road, Marshland. Damaged in September 2010 and February 2011. Policy under AMI. The plaintiffs say the parties agree that the property requires a rebuild but that the defendant has breached its obligations under the policy by failing to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the defendant must pay the cost incurred by the plaintiffs to reinstate the house (plus interest and costs).	30/11/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs [Awaiting Statement of Defence]	YES	DISCONTINUED 17/05/2018
CIV-2017-409-000942	Tipene Matiu Momo and Deborah Ann Momo v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Shirley Road, Shirley. Damaged as a result of the Canterbury earthquake sequence. The plaintiffs say certain repairs do not meet the defendant's statutory obligations and seek special damages in the amount required to repair or rebuild the house to the standard required by the EQC Act plus \$100,000 general damages (plus costs and interest).	24/11/2017			Andrew Hooker:-Shine Lawyers, Plaintiffs [Awaiting Statement of Defence]	YES	DISCONTINUED 08/08/2019
CIV-2017-409-000941	Popo Loua v AA Insurance Limited	General Proceeding	Property at Redruth Avenue, Spreydon. Damaged as a result of the Canterbury earthquake sequence. Policy under AA. Claim assigned from previous owner. The plaintiff says the defendant has breached its policy by proposing a repair methodology which is not in accordance with the standard of repair under the policy. The plaintiff seeks a declaration that the defendant is liable to pay the cost incurred in repairing or rebuilding the damaged part of the home (plus professional fees, costs and temporary accommodation costs). The plaintiff also seeks a declaration that the claim and proceeds of the claim have been validly assigned to the plaintiff.	30/11/2017			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiff Alan Sherlock/Anna Barnett:- Hesketh Henry	YES	DISCONTINUED 14/06/2018
CIV-2017-409-000940	The Estate of Robert Adair v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Wilfrid Street, Ilam. Owner deceased. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiff says the first defendant is in breach of its statutory obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that for damages of \$115,000 per earthquake (plus interest and costs). The plaintiff says the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the policy standard is a breach of its obligations. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay reinstatement costs when incurred.	24/11/2017			Andrew Hooker:-Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell/Simone Cooper:- Bell Gully, Second Defendant	YES	DISCONTINUED 19/06/2019
CIV-2017-409-000939	Hendrikus Petrus Maria Buckens v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Howard Street, Spreydon. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the first defendant has breached its obligations by failing to indemnify the plaintiff as required by the EQC Act and seeks damages of \$115,000 (per earthquake) from the first defendant (plus costs and interest). The plaintiff says the second defendant has breached its policy obligations by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost when incurred (plus costs and interest).	24/11/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Peter Leman/Shane Swinerd:- DLA Piper, Second Defendant	YES	DISCONTINUED 30/08/2019
CIV-2017-409-000914	AH Trustees (Lahmajou) Limited and Cy-Pres Family Trustees Limited v Blair Cunningham Construction Limited and IAG (NZ) Limited	General Proceeding (Repairs)	Property at Clovelly Place, Westmorland. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant breached its contract by not carrying out and completing the works according to the contract and in a proper manner. The plaintiffs seek damages for the cost of remedying the defective work (to be quantified at trial) but which are estimated to be in excess of \$1 million (plus damages and costs) from the first defendant. The plaintiffs say the second defendant breached its policy by denying its responsibility and failing to settle the plaintiffs' claim fairly and properly. The plaintiffs seek damages for the cost of remedying the defective work (to be quantified at trial) but which are estimated to be in excess of \$1 million (plus damages and costs) from the second defendant.	8/11/2017			Richard Smedley:- Anthony Harper, Plaintiff self-represented, First Defendant Paul Smith and Geoff Turner:- Duncan Cotterill, Second Defendant Laura Daly, Mortlock McCormick Law, Third Party Richard hern, Wyn Williams, Third Party	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 18/11/2019
CIV-2017-409-000909	Anthony Edward Richards v IAG New Zealand Limited	General Proceeding	Property at Sweet Waters Place, Woolston. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the defendant has failed/refused to meet its obligations under the policy by proposing a remediation strategy and costing that is not in accordance with the policy obligations. The plaintiff seeks judgment for rebuild costs of \$992,094.42 for rebuild costs and \$25,000 for general damages (plus interest and costs).	7/11/2017			Grant Shand, Plaintiff Peter Leman: DLA Piper, Defendant	YES	DISCONTINUED 16/05/2019

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CIV-2017-409-000908	Matheson v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Abberley Crescent, St Albans, Christchurch. Suffered damage as a result of the Canterbury earthquake sequence. Policy under Vero. Plaintiffs assigned residual rights in insurance claims by previous owners. The plaintiffs say the first defendant is in breach of its statutory duty as it has not reinstated the home to the standard required by the EQC Act, including remediating the defective repairs or paying the difference between the second defendant's contribution to the cost of reinstating the damage to the house and the full cost of reinstatement. The plaintiffs seek a declaration to this effect, in addition to costs for alternative accommodation (plus interest and costs). The plaintiffs say the second defendant is in breach of its contract as it has unjustifiably refused to accept that full replacement cover is available under the policy and has refused to pay the costs to reinstate the home to the requisite standard. The plaintiffs seek declarations that the deed of assignment is binding on the second defendant, that the plaintiffs are entitled to full cover or that the second defendant must pay the difference between the first defendant's payment and full replacement costs (including alternative accommodation).	20/10/2017			Emily Walton:- Wynn Williams, Plaintiff Briony Davies, MinterEllisonRuddWatts, First Defendant Glen Holm-Hansen:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 11/08/2020
CIV-2017-409-000906	Body Corporate 69512 v Vero Insurance New Zealand Limited and Simplicity Construction Limited	General Proceeding (Repairs)	Property at Print Place, Middleton. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiff says the defendant has breached its policy obligations by failing to reinstate the property to the policy repair standard and by failing to pay the cost of reinstatement. The plaintiff seeks declarations that the reinstatement works are required, that the defendant must perform (or engage a contractor to perform) the works or that the defendant must pay the equivalent of the costs (plus interest and costs).	30/10/2017			Stuart Stock, White Fox Jones, Plaintiff Cecily Brick/Ali Cornwell, Feelangstone, Defendant Helen Smith, Simpson Grierson, Second Defendant Iva Rosic, Gilbert Walker, First Third Party Barbara Saegers, Barrister, Second Third Party	YES	DISCONTINUED 02/06/2022 Ready List Entry Date: 15/09/2021
CIV-2017-409-000905	D W Pasea and Y J Pasea v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Hamilton Avenue, Ilam. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the first defendant has not identified all of the earthquake damage to the property and the repair works are incomplete and defective. The plaintiffs are in doubt as to which defendant is liable and the extent of their liability. The plaintiffs seek a declaration that the first defendant is liable for the reinstatement of earthquake damage to the standard required by the EQC Act (plus costs). The plaintiffs further seek declarations as to the apportionment of damage to the property and if the statutory cap applies to the first defendant's claims, a declaration that the second defendant is liable to pay the cost incurred by the plaintiffs in rebuilding/repairing the damaged portion of the home (plus alternative accommodation costs and costs).	20/12/2017			Peter Woods/Lisa Taylor:- Anthony Harper, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Cecily Brick:- Fee Langstone, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 04/11/2019
CIV-2017-409-000899	Gordon v Tower Insurance Limited	General Proceeding	Property at Halswell Road, Hoon Hay. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiffs say the defendant's scope of works does not meet its obligation to repair the house to the same condition and extent as when new. The plaintiffs seek an order that the defendant specifically perform its duties pursuant to the policy by paying the costs when incurred to repair the house or a declaration for the same (plus costs and interest).	3/11/2017			Tandy Gwaze-Musesengwa:- Shine Lawyers, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 13/11/2017
CIV-2017-409-000898	Trustees of the New Horizons Trust v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding	Property at Catherwood Avenue, Ashburton. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiff says the first defendant failed to indemnify the plaintiffs as required by the EQC Act and seek an order that the first defendant pay damages in the sum of \$115,000 (per earthquake) (plus costs, damages and interest). The plaintiff says the failure by the second defendant to agree to pay the costs when incurred to carry out the works to the standard set out in the policy is a breach of contract. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house to the standard set out in the policy (plus costs and interests).	2/11/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Hayden Wilson, Dentons, First Defendant Peter Hunt/Rachel Scott:- McElroys, Second Defendant	YES	DISCONTINUED 23/11/2020
CIV-2017-409-000888	Wren v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Hawthorne Street, Strowan. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the repair works carried out by the first defendant failed to remedy the damage to the standard required by the EQC Act. The plaintiffs seek a declaration that the first defendant is liable to pay the plaintiffs the equivalent value of the cost of reinstating the property or judgment for the equivalent (plus interest and costs). The plaintiffs say the second defendant has breached its obligations under the policy by failing/refusing to agree (or pay the cost of as incurred) a repair strategy which would restore the property to the policy standard. The plaintiffs seek a declaration that the second defendant is liable to pay the plaintiffs the equivalent value of the cost of reinstating the property or judgment for the same (plus interest and costs).	6/11/2017			Stephanie Grieve/Laura McLoughlin-Ware:- Duncan Cotterill, plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Cecily Brick:- Fee Langstone, Second Defendant	YES	DISCONTINUED 25/11/2020
CIV-2017-409-000884	Offshore Holdings Limited and NZ Cashflow Control Limited v Western Pacific Insurance Limited (In Liquidation)	General Proceeding	Properties at Manchester Street, Christchurch and Bedford Row, Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under the defendant. The plaintiffs say the defendant is liable to pay the cost of completing the repair works required to the properties, to the standard required under the policy. The plaintiffs seek a declaration to this effect (plus interest and costs).	31/10/2017			G J Ryan White Fox and Jones and A J Forbes, QC for plaintiffs Frazer Barton and Rebecca Barton:- Anderson Lloyd, Defendant	YES	DISCONTINUED 15/01/2020
CIV-2017-409-000864	Guy Douglas Howat and Kathryn Le Grove v AA Insurance Limited	General Proceeding	Property at Bay View Road, Moncks Bay. Damaged as a result of the Canterbury earthquake sequence. Policy under AA. The plaintiffs say the defendant has breached its policy obligations as it has accepted the claim but failed/refused to arrange for the proper repair/replacement of the home or to pay the plaintiffs to reinstate the house. The plaintiffs seek judgment for the cost to reinstate the house (less EQC's liability) or a declaration that the defendant is liable to pay to the plaintiffs the full replacement cost of rebuilding the house to an "as new" condition. Alternatively, the plaintiffs seek a declaratory judgment to repair the damage to the standard in accordance with the plaintiffs' expert repair recommendations (plus \$10,000 general damages).	30/10/2017			Gary Davis/Jai Moss:- St Asaph Chambers, Plaintiffs Peter Hunt/Emily Ferguson:- McElroys, Defendant	YES	DISCONTINUED 12/12/2018
CIV-2017-409-000862	Ashby v AA Insurance Limited	General Proceeding	Property at Bryndwr Road, Bryndwr, Christchurch. Suffered damage as a result of Canterbury earthquake sequence. Policy under AA. The plaintiffs say the defendant has breached its contractual obligations by failing/refusing to carry out the work required to reinstate the house. The plaintiffs seek a declaration that they are entitled to be paid under the terms of the contract in respect of the cost required to reinstate the remedy the damage to the property and costs for alternative accommodation (plus interest and costs).	30/10/2017			Brian Burke:- Harmans Lawyers, Plaintiffs Alan Sherlock/Anna Barnett:- Hesketh Henry, Defendant	YES	DISCONTINUED 09/11/2020

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CIV-2017-409-000849	Sharlick and Burney v IAG New Zealand Limited	General Proceeding	Property at 5 Beacon Street, Brooklands, Christchurch. Damaged as a result of the Canterbury Earthquake Sequence. Policy under IAG. The house was in the Canterbury "red zone". A claim was lodged with the defendant and the plaintiffs allege the defendants have broken their obligation to act in good faith and have failed to meet their obligations under the policy. The plaintiffs claim an order as to specific performance, a declaration, interest, costs and general damages.	24/10/2017			Gary Craig Sharlick/Jan Therese Burney:- In person, plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 04/03/2019
CIV-2017-409-000837	Whyte v Tower Insurance Limited and Earthquake Commission (Discontinued)	General Proceeding	Property at Slater Street, Richmond. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant has failed to meet its obligations under the policy by offering to pay the plaintiffs nothing to settle the plaintiffs' house claims. The plaintiffs seek judgment for \$335,000 and \$30,000 general damages (plus interest and costs) from the first defendant or a declaration for the same. The plaintiffs say the second defendant has failed/refused to make payments to the plaintiffs. The plaintiffs seek judgment for \$163,350 and \$30,000 general damages (plus interest and costs) from the second defendant.	9/10/2017			self represented:- plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris/Hamish McQueen:- Gilbert Walker, second defendant	YES	DISCONTINUED 04/12/2019
CIV-2017-409-000830	Tania Anne Ashton v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Medway Street, Richmond. Damaged as a result of the Canterbury earthquake sequence. The plaintiffs say the defendant failed to meet its obligations under the EQC Act as it failed to identify all damage caused in the earthquakes and failed to ensure that it approved a scope of repairs that met the standard of the EQC Act. The plaintiffs seek special damages in the amount required to repair or rebuild the house to the standard set in the policy and \$100,000 for general damages (plus interest and costs).	9/10/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020
CIV-2017-409-000829	X M Liu v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at O'Connor Place, Burnside. Damaged as a result of Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020
CIV-2017-409-000828	Hewitson v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Shirley Road, Shirley. Damaged as a result of the Canterbury earthquake sequence. The plaintiffs say the defendant failed to meet its obligations under the EQC Act as it failed to identify all damage caused in the earthquakes and failed to ensure that it approved a scope of repairs that met the standard of the EQC Act. The plaintiffs seek special damages in the amount required to repair or rebuild the house to the standard set in the policy and \$100,000 for general damages (plus interest and costs).	9/10/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020
CIV-2017-409-000827	Julia Dawne McEntyre v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Dacre Street, Linwood. Damaged as a result of the Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathan Gedye, QC:Senior Counsel, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020
CIV-2017-409-000826	J S Gibling and ors v Earthquake Commission	General Proceeding (Repairs)	"Lead file in group case" Property at Pacific Road, North New Brighton. Damaged as a result of the Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Sarah Armstrong:- Russell McVeagh, Defendant	YES	DISCONTINUED 22/08/2019
CIV-2017-409-000825	Andy and Rachel Cunningham v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Mackworth Street, Woolston. Damaged as a result of the Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020
CIV-2017-409-000824	Antony Thomas Coles v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Kellys Road, Mairehau. Damaged as a result of the Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017		Fixture, 15 days 08/07/2024 TC after 01/11/2023	Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	NO	Ready List Entry Date: 05/10/2022
CIV-2017-409-000823	P A Belcher v ors v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Gordon Avenue, Merivale. Damaged as a result of the Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker:- Shine Lawyers, Plaintiffs John Knight/Rose Goss:- Chapman Tripp, Defendant	YES	DISCONTINUED 21/05/2020
CIV-2017-409-000821	Thomas David Stedman v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Opawa Road, Opawa. Damaged as a result of the Canterbury earthquake sequence. Plaintiff says since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiff seeks special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020

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CIV-2017-409-000820	Susan Anne Wells v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at St Martins Road, St Martins Damaged as a result of the Canterbury earthquake sequence. Plaintiff says since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiff seeks special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020
CIV-2017-409-000819	Rabco Industries Limited and trustees of the Burns Family Trust v IAG New Zealand Limited	General Proceeding	Property at 204 Breezes Road, Wainoni. Damaged in February 2011. Policy under IAG. The plaintiffs say the defendant breached its obligations under the policy by failing to settle the claim within a reasonable time. The first plaintiff seeks \$160,000 being the sum paid to Risk Worldwide Limited, \$60,000 for losses on sale of plant and machinery and \$250,000 for loss on liquidation of stock in addition to damages for loss of profit. The second plaintiffs claim \$42,000 per year for loss of rent (plus interest and costs).	9/10/2017			Andrew Hooker: - Shine Lawyers, Plaintiffs Chris Hlavac: - Young Hunter, Defendant	YES	DISCONTINUED 28/03/2019
CIV-2017-409-000818	Sleight v FR 2012 Ltd and Orange H Management Limited and IAG New Zealand Limited and QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Kinnaird Place, Hillmorton. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. Several causes of action against three defendants. (One is set out here). The plaintiffs say the first defendant is in breach of its obligations and breached the duty of care owed to the plaintiffs as it did not carry out the works to the required standard. The plaintiffs seek damages (amount to be quantified at trial), general damages for stress and inconvenience (plus interest and costs) against the first defendant. The plaintiffs seek specific orders against the second and third defendants.	6/10/2017			M J Borcoski - Saunders Robinson Brown, Plaintiff Grant Smith/Jai Moss: Canterbury Legal/St Asaph Chambers:- First Defendant Scott Galloway:- Hazelton law, Second Defendant Peter Leman, DLA Piper, Third Defendant Scott Galloway, Hazelton Law, Fourth Defendant	YES	JUDGMENT - DEFENDED HEARING 30/10/2020
CIV-2017-409-000817	Trustees of the New Horizons Trust v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Queens Drive, Ashburton. Damaged as a result of the Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017		Consolidated with CIV-2017-409-000827	Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 21/05/2020
CIV-2017-409-000816	Hargen v Earthquake Commission	General Proceeding (Repairs)	"Part of group case" Property at Anglesea Avenue, Parklands. Damaged as a result of the Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 22/09/2020
CIV-2017-409-000815	Judith Claire Graham v Earthquake Commission	General Proceeding (Repairs)	"Lead file for group of cases" Property at Carlton Mill Road. Damaged as a result of Canterbury earthquake sequence. Plaintiffs say since purchasing the house they have become aware the defendant was negligent in carrying out its statutory obligations and that the repairs do not meet the defendant's statutory obligations and there is earthquake work that has not been repaired at all. The plaintiffs seek special damages in the amount required to repair the house to the statutory standard and \$100,000 general damages (plus costs and interest) against the defendant.	9/10/2017			Grant Shand, Plaintiff Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 02/10/2020
CIV-2017-409-000814	Joyce Marriette Boote v AA Insurance Limited	General Proceeding	Property at School Road, Halswell. Damaged as a result of the Canterbury earthquake sequence. Policy under AA. The plaintiff says the defendant has accepted the claim yet has failed/refused to settle the claim within the terms of the policy. The plaintiff seeks judgment for the cost to reinstate the home (minus EQC's liability) or an order that the defendant is liable to pay the costs of rebuilding the home to an "as new" condition (plus interest and costs).	4/10/2017			Jai Moss/Gary Davis: - St Asaph Chambers, Plaintiff Cecily Brick/Courtney Brooke: Fee Langstone, Defendant	YES	DISCONTINUED 28/02/2020
CIV-2017-409-000800	Richard Andrew Floyd and Catherine Lattimore v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding	Property at Normans Road, Merivale. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiffs say the first defendant failed to reinstate the building to a condition substantially the same as is condition when new and seek a declaration that the first defendant must pay the full cost of reinstating the earthquake damage to the property or pay the difference between the second defendant's contribution and the full cost (plus interest and costs). The plaintiffs say the second defendant breached its contractual obligations and seek a declaration that the deed of assignment is valid and binding on the second defendant and that the plaintiffs are entitled to full replacement value or a declaration that the second defendant must pay the difference between the first defendant's payment and the full replacement costs (plus interest and costs).	29/09/2017			Stephen Rennie: Rhodes and Co, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Stephanie Corban/Charlotte Lewis: Hesketh Henry, Second Defendant	YES	DISCONTINUED 08/06/2020
CIV-2017-409-000798	Harrow v Earthquake Commission and AA Insurance Limited	General Proceeding (Repairs)	Property at Bristol Street, St Albans. Damaged as a result of the Canterbury earthquake sequence. Policy under AA. The plaintiffs say the first defendant has not identified all earthquake damage to the property and the repair works are incomplete and defective. The plaintiffs seek a declaration that the first defendant has elected to reinstate the earthquake damage to the property and that it is liable for the reinstatement of earthquake damage to the standard required under the EQC Act. The plaintiffs further seek that if the first defendant's claims are deemed to be over cap, the second defendant is liable to pay the cost incurred by the plaintiffs (plus certain costs and temporary accommodation).	3/10/2017			Peter Woods/Lisa Taylor: - Anthony Harper, Plaintiff [Awaiting Statement of Defence]	YES	DISCONTINUED 22/11/2018
CIV-2017-409-000795	Trustees of the Cunningham Family Trust v AA Insurance Limited	General Proceeding	Property at Holly Road, St Albans. Damaged in September 2010 and December 2011. Policy under AA. The plaintiffs say there is a dispute between them and the defendant as to the scope and cost of reinstatement works. The plaintiffs seek a declaration that the damage to the property and reinstatement work required are as set out in the expert reports and the defendant must reinstate the property in accordance with those reports. The plaintiffs also seek professional fees incurred by the plaintiffs, cost for temporary accommodation and replacement of contents (plus interest and costs).	29/09/2017			Glen Cooper:- Cavell Leitch, plaintiffs Alan Sherlock/Anna Barnett - Hesketh Henry, defendant	YES	DISCONTINUED 04/09/2019

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CIV-2017-409-000793	Sri Taniwha Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Arundel Rakaia Gorge Road, Ashburton. Damaged in September 2010. Policy under IAG. The plaintiff says the defendant has breached its contract by failing/refusing to provide, and pay the cost as incurred, a repair strategy which would restore the property to the standard required under the policy. The plaintiff seeks a declaration that the defendant is liable to pay to the plaintiff the cost of reinstating the property to an as new condition or judgment for the amount equivalent to the cost of reinstating the property to an as new condition. The plaintiff further seeks judgment for legal/professional costs, general damages of \$25,000 (plus interest and costs) and indemnity costs.	29/09/2017			Stephanie Grieve/Jonathan Forsey: - Duncan Cotterill, plaintiff Kiri Harkess:- McElroys, Defendant	YES	DISCONTINUED 13/07/2020
CIV-2017-409-000791	15 Show Place Limited v IAG New Zealand Limited	General Proceeding (Repairs)	Property at Show Place, Addington. Damaged as a result of Canterbury earthquake sequence. Policy under IAG assigned from previous owner. The plaintiff says the defendant has breached its contract by denying the plaintiffs claim, not carrying out the repair works to the standard required under the policy and limiting the plaintiffs entitlement to indemnity value of the loss. The plaintiff claims an order that the defendant pay to the plaintiff the indemnity value including interest from the date of the loss to the date of payment, special damages for the cost of reinstatement which is currently estimated to be \$11.3 million and general damages (plus interest and costs).	29/09/2017			Helen Smith, Simpson Grierson, Plaintiff Caroline Laband, DLA Piper, Defendant	YES	DISCONTINUED 25/11/2020
CIV-2017-409-000787	Sandford and Pani v AA Insurance Limited	General Proceeding	Property at Wairarapa Terrace, Fendalton. Damaged as a result of Canterbury earthquake sequence. Policy under AA assigned from previous owners. The plaintiffs say the defendant has breached its policy by denying that the house, garage, landscaping and services are beyond economic repair. The plaintiffs seek a declaration that that the house, garage, landscaping and services are beyond economic repair or a declaration that they are not practically repairable and are to be regarded as a rebuild. Further, that the plaintiffs may rebuild elsewhere and that AA is to pay certain costs plus alternative accommodation costs of \$25,000 (plus costs).	29/09/2017			Peter Woods/Lisa Taylor:- Anthony Harper, plaintiffs Alan Sherlock/Anna Barnett:- Heketh Henry, Defendant	YES	DISCONTINUED 27/06/2018
CIV-2017-409-000786	Amuri Dairying Limited v IAG New Zealand Limited, Vero Insurance New Zealand Limited, Lumley General Insurance (N.Z.) Limited, Allianz New Zealand Limited and Farmers' Mutual Group and FMG Insurance Limited	General Proceeding	Property at Amuri Plain, Culverden. Damaged as a result of the Canterbury earthquake sequence. Policy with defendants. The plaintiff says the defendants are liable to the plaintiff in respect of the damage to the farm buildings and houses (except to the extent that the plaintiff's claim was settled by EQC). The plaintiff seeks judgment for a sum to be quantified prior to trial (plus interest and costs).	27/09/2017			Grant Cameron:- GCA Lawyers and Greg Blanchard QC for Plaintiff Aaron Sherriff and Edward Greig:- Duncan Cotterill, First Defendant Peter Leman and Matthew Booth:- DLA Piper, Second Defendant	YES	DISCONTINUED 24/06/2019
CIV-2017-409-000784	Trustees of the ME & CE Gabriel Family Trust v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Drayton Drive, Mt Pleasant. Damaged in September 2010, February and June 2011. Policy under Vero. Plaintiffs assigned rights under insurance policy from previous owners. The plaintiffs say the repairs undertaken by the first defendant fail to meet the obligations under the EQC Act and seek a declaration that the first defendant has elected to reinstate the earthquake damage to the property and that the first defendant is liable for the reinstatement of the damage to the standard required under the EQC Act (plus costs). The plaintiffs say the second defendant has failed to acknowledge and recognise the record of assignment from the previous owners. The plaintiffs seek declarations (which include) that the second defendant's claims have been validly assigned to the plaintiffs; that if the statutory cap applies to the EQC claims, the second defendant is liable to pay the cost incurred by the plaintiffs in rebuilding/repairing the damaged portion of the property and that the second defendant pays the plaintiffs' alternative accommodation costs (plus costs).	28/09/2017			Peter Woods/Lisa Taylor:- Anthony Harper, plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Alan Sherlock/Stephanie Corban:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 22/07/2021 Ready List Entry Date: 22/02/2018
CIV-2017-409-000783	Nukiwai Pastoral Limited v Farmers' Mutual Group and FMG Insurance and IAG New Zealand Limited	General Proceeding	Property at Rotherham, North Canterbury. Damaged as a result of the Canterbury earthquake sequence. Policy under FMG. The plaintiff says the defendants are liable to the plaintiff in respect of the damage to the farm buildings and houses (except to the extent that the plaintiff's claim was settled by EQC). The plaintiff seeks judgment for a sum to be quantified prior to trial (plus interest and costs).	27/09/2017			Grant Cameron:- GCA Lawyers, Plaintiff Peter Leman:- DLA Piper, Defendant Aaron Sheriff, Duncan Cotterill, Second Defendant	YES	DISCONTINUED 24/06/2019
CIV-2017-409-000775	O'Brien v Earthquake Commission	General Proceeding (Repairs)	Property at Halswell Road, Hoon Hay. Damaged as a result of the Canterbury earthquake sequence. The plaintiff says the defendant has breached its duty of care by failing to identify all damage caused in the earthquakes, failing to ensure it prepared or approved a scope of repairs for the house that met its obligations and by failing to ensure the repairs were carried out adequately and met the obligations under the EQC Act. The plaintiff seeks special damages in the amount required to repair or rebuild the house to the standard required under the EQC Act (plus damages, interests and costs).	21/09/2017			Andrew Hooker:- Shine Lawyers, Plaintiff John Knight:- Chapman Tripp, Defendant	YES	DISCONTINUED 11/05/2018
CIV-2017-409-000758	Image v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Amstel Lane, Richmond. Damaged as a result of the Canterbury earthquake sequence. The plaintiff says the first defendant's scope of works and repair strategy and repairs carried out failed to adequately remediate the house to the standard required by the EQC Act. The plaintiff seeks judgment for \$341,550, repayment of rent paid by the plaintiff a (plus damages, interest and costs) against the first defendant. The plaintiff says the second defendant has failed/refused to settle the claims in full. The plaintiff seeks judgment for the cost to reinstate the house less the first defendant's liability and repayment of rent paid by the plaintiff (plus interest and costs) or a declaration for the same.	13/09/2017			Jai Moss:- St Asaph Chambers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 13/06/2019
CIV-2017-409-000756	McMillan and Gommans v Southern Response Earthquake Services Limited (Discontinued) and Earthquake Commission	General Proceeding	Property at Malcolm Avenue, Beckenham. Damaged in September 2010, February 2011, February 2013 and February 2016. Policy under AMI. The plaintiffs say the first defendant has failed to meet its obligations under the policy by offering to pay the plaintiffs nothing to settle the plaintiffs' claims. The plaintiffs seek \$256,300 for remedial costs and \$30,000 for damages (plus interest and costs) or a declaration that the first defendant is liable to pay those costs to the plaintiffs. The plaintiffs say the second defendant has failed/refused to make the physical payments to the plaintiffs. The plaintiffs seek \$162,334.22 and \$30,000 general damages (plus interest and costs) from the second defendant.	13/09/2017			Grant Shand:- Grant Shand Barristers and Solicitors, plaintiffs Caroline Laband/Sara Battersby:- DLA Piper, First Defendant Melanie Hayes:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 26/08/2019

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CIV-2017-409-000682	Aplin v Earthquake Commission & AA Insurance Limited	General Proceeding	Property at Forfar Street. Damaged in September 2010 and February 2011. Policy under AA. The plaintiffs say the first defendant failed to reinstate the property in a reasonably sufficient manner. The plaintiffs seek a declaration that the first defendant must pay the full cost of reinstating the earthquake damage and that it must pay the difference between the difference between the second defendant's contribution to the cost of reinstating the earthquake damage (plus interest and costs). The plaintiffs say the second defendant has breached its obligations under the policy as it has refused to accept the full replacement cover under the policy is available to the plaintiffs amongst other breaches. The plaintiffs seek declarations that the deed of assignment is valid and binding on the second defendant; that the plaintiffs are entitled to full replacement cover or a declaration that the second defendant must pay the difference between the first defendant's payment's received and the full replacement costs including loss of rent (plus interest and costs).	1/09/2017			Emily Walton:- Wynn Williams, plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Cecily Brick/Courtney Brooke Fee Langstone, Second Defendant	YES	DISCONTINUED 14/08/2020
CIV-2017-409-000681	Butler v IAG New Zealand Limited, Vero Insurance New Zealand Limited and Allianz New Zealand Limited	General Proceeding	Property at Puriri Street, Riccarton. Damaged in the Canterbury earthquake sequence. Policy under IAG, Vero and Allianz. The plaintiffs say the defendants have wrongfully denied/limited the plaintiffs' rights, title and interest in the claims and seek a declaration that the plaintiffs as assignees are entitled to full replacement cover under the policy or judgment against each defendant for their proportionate share of the sum to reinstate the property plus \$20,000 for temporary accommodation (plus costs).	1/09/2017			Charlie Haines, Tavendale and Partners, plaintiffs Caroline Laband, DLA Piper, Defendants	YES	DISCONTINUED 23/01/2020
CIV-2017-409-000680	Mcanulty v Vero Insurance New Zealand Ltd	General Proceeding	Property at Longstaffs Road, Halswell. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant is in breach of its obligations as it has failed to repair/reinstate the property in accordance with the policy. The plaintiffs claim judgment for cost to reinstate the property in accordance with the policy or a declaration for the same (plus interest and costs).	1/09/2017		JSC on 18/02/2022; 7 day fixture on 03/10/2022	Nathan Lines:- Cuninghame Taylor Barristers & Solicitors, solicitor for the plaintiffs; and David Jackson, counsel acting for plaintiffs Cecily Brick, Ali Cornwell, Fee Langstone, Defendant	YES	DISCONTINUED 14/02/2022 Fixture Date: 03/10/2022 Estimated Hearing Days: 7.0
CIV-2017-409-000678	Oldfield v IAG New Zealand Limited	General Proceeding	Property at Neeves Road, Kaiapoi. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has repudiated, or intends to repudiate, the contract for insurance by failing/refusing to reinstate the property or pay for reinstatement of the property to a condition as it was prior to the earthquake events. The plaintiffs seek an order that the claim is over the statutory cap; that the repair methodology proposed by EQC does not meet the standard of repair required by the policy; \$312,936.00 for costs to repair the property and damages to be ascertained (plus interest and costs).	1/09/2017			Tania Hutchinson:- Saunders & Co, solicitors for the plaintiff Shane Swinerd/Tim Galland:- DLA Piper. Defendant	YES	DISCONTINUED 23/10/2018
CIV-2017-409-000677	Cassells and Taylor v Vero Insurance New Zealand Limited	General Proceeding	Property at Baimfords Road, Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say they were assigned the benefit of the policy from the prior owners and that the defendant has breached its obligations by failing/refusing to pay the full replacement costs required to reinstate the property. The plaintiffs seek a declaration that the defendant must pay to the plaintiffs the difference between the EQC payments received and the full replacement costs for the property (plus interest and costs). For their breach of the obligation of good faith, the plaintiffs seek general damages of \$100,000 (plus interest and costs) against the defendant.	1/09/2017			Emily Walton:- Wynn Williams, Plaintiff Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 04/09/2020
CIV-2017-409-000676	Carr v AA Insurance Limited	General Proceeding	Property at Collins Street, Addington. Damaged between September 2010 and December 2011. Policy under AA. The plaintiffs say the defendant is obligated to rebuild or repair the property to an as new condition at a cost of \$901,613.05 and seek declarations that the earthquake damage is as described in the expert reports and that the expert reports set out the reinstatement work required to repair the damage; judgment for professional fees; temporary accommodation costs and contents replacement costs up to \$120,000 (plus costs and interest).	1/09/2017			Susan Dwight:- Cavell Leitch, solicitor for the plaintiff Peter Hunt: McElroys, Defendant	Yes	DISCONTINUED 08/03/2019
CIV-2017-409-000675	Bartram v Vero Insurance New Zealand Ltd	General Proceeding	Property at Peterborough Street, Central Christchurch. Damaged in September 2010 and February 2011. Policy under Vero assigned from previous owners. The plaintiffs say the defendant is in breach of its contract as it has refused/failed to reinstate the property to a condition as it was prior to the earthquakes. The plaintiffs seek declarations that the claim is over statutory cap; that the repair methodology proposed by EQC does not meet the standard of repair and reinstatement required by the policy; that any repair shall require replacement of the foundation and that the defendant pay \$569,080.22 to repair the property (plus damages to be ascertained, interest and costs).	1/09/2017			Tania Hutchinson:- Saunders & Co, solicitors for the plaintiff Peter Hunt/Suzanne Casey:- McElroys, defendant	YES	DISCONTINUED 14/06/2018
CIV-2017-409-000673	Fraher v QBE Insurance (Australia) Limited	General Proceeding (Repairs)	Property at Richard Seddon Drive, Styx. Damaged as a result of the Canterbury earthquake sequence. Policy under QBE assigned from previous owners. The plaintiff says the defendant has breached its contract by failing/refusing to reinstate the property to a condition as it was prior to the earthquakes. The plaintiffs seek declarations that the claim is over statutory cap; that the repairs do not meet the standard of repair and reinstatement required by the policy and that the defendant pay the current costs to repair the property (plus damages to be ascertained, interest and costs).	1/09/2017			Tania Hutchinson:- Saunders & Co, solicitors for the plaintiff Frank Rose:- Keegan Alexander, Defendant	YES	DISCONTINUED 13/08/2019
CIV-2017-409-000671	Body Corporate 341154 v Vero Insurance New Zealand Limited	General Proceeding	Property at Salisbury Street, Central Christchurch. Damaged in September 2010 and February and December 2011. Policy under Vero. The plaintiff says the defendant is liable to pay the cost incurred in rebuilding/repairing the damaged portion of the property and that there is a dispute between the plaintiff and the defendant as to the scope of the reinstatement work. The plaintiff seeks a declaration that the defendant obligated to pay the cost incurred in rebuilding/repairing the damaged portion of the property (less EQC's payments), landlords' fixtures and fittings for Unit 5 up to the sum of \$20,000 and loss of rent for unit 5 up to the sum of \$40,000 (plus interest and costs).	1/09/2017		Fixture - 10 days	Susan Dwight:- Cavell Leitch, solicitor for the plaintiff Helen Macfarlane/Stephanie Corban:- Hesketh Henry, defendant	YES	JUDGMENT - DEFENDED HEARING DISMISSED 10/09/2020
CIV-2017-409-000670	Besley v Tower Insurance Limited	General Proceeding	Property at Hackthorne Road. Damaged as a result of the Canterbury earthquake sequence. Policy under Tower. The plaintiffs say the defendant has breached its contract as it refused/failed to repair the property in accordance with its election. The plaintiffs seek judgment in the sum of the amount to complete the repairs and \$155,173.33 being the costs incurred by the plaintiffs to date to repair the property. The plaintiffs also seek \$11,014.88 for the work not carried out, consequential losses and \$35,000 general damages (plus interest and costs)	1/09/2017			Ben Russell- Lane Neave, plaintiffs M C Smith:- Gilbert Walker, defendant	YES	DISCONTINUED 12/12/2018

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CIV-2017-409-000669	Drew v Earthquake Commission (Discontinued) & AA Insurance Limited	General Proceeding	Property at Longfellow Street, Beckenham. Damaged in September 2010 and February 2011. Policy under AA. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek \$115,000 (per earthquake, less any amounts paid to date plus interest and costs) from the first defendant. The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the costs when incurred to reinstate the property. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred to repair the earthquake damage (plus interest and costs).	4/09/2017			Andrew Hooker:- Shine Lawyers, plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Alan Sherlock:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 09/02/2021
CIV-2017-409-000668	Dunn v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding (Repairs)	Property at Slater Street, Richmond. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG assigned from previous owners. The plaintiffs say the first defendant's repair works did not meet the standard required by the EQC Act and seek a declaration that the first defendant must pay the full cost of reinstating the property even if this is amount to the statutory limit (plus interest and costs). The plaintiffs say the second defendant has refused to accept that full replacement cover under the policy is available to the plaintiffs and seek declarations that include that the deed of assignment is valid and binding or that the second defendant must pay to the plaintiffs the difference between the EQC payments and the full replacement cost for the property (plus interest and costs).	1/09/2017			Emily Walton:- Wynn Williams, Plaintiffs Melanie Hayes:- Chapman Tripp, First Defendant Caroline Laband/Sara Batterby:- DLA Piper, Second Defendant	YES	DISCONTINUED 31/08/2020
CIV-2017-409-000667	Weichselbaum v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at David Street, Lyttelton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG assigned from previous owners. The plaintiffs say the first defendant has breached its obligations by failing to apply the correct reinstatement standard in the EQC Act and failed to make a compensation to the plaintiffs to the EQC cap. The plaintiffs seek \$102,830.67 (plus costs and interest) from the first defendant. The plaintiffs say the second defendant is obliged to pay the cost of restoring the property to a condition as nearly as possible to as new. The plaintiffs seek a declaration that the reinstatement works required to repair the property in accordance with the policy is described in the Sinclair Builders report and price (plus interest and costs).	1/09/2017			Susan Dwight:- Cavell Leitch, solicitor for the plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 15/02/2018
CIV-2017-409-000666	Body Corporate 335089 v Vero Insurance New Zealand Limited	General Proceeding	Property at Salisbury Street, Central Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiff says the defendant is liable to pay the cost incurred in rebuilding/repairing the damaged portion of the property and that there is a dispute between the parties as to the scope of reinstatement work required to repair the earthquake damage. The plaintiff seeks a declaration that the defendant is obliged to pay the cost incurred in rebuilding/repairing the damaged portion of the property (less EQC's payments), landlords' fixtures and fittings for the tenanted units up to \$20,000 and loss of rents for tenanted units up to \$40,000 plus judgment for professional fees incurred (plus interest and costs).	1/09/2017			Susan Dwight:- Cavell Leitch, solicitor for the plaintiff Helen Macfarlane/Stephanie Corban:- Hesketh Henry, defendant	YES	JUDGMENT - DEFENDED HEARING 10/09/2020
CIV-2017-409-000665	Weir v IAG New Zealand Limited and Bainbridge Homes Limited and QBE Insurance (Australia) Limited and Christchurch City Council	General Proceeding (Repairs)	Property at Portchester Street, Aranui. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has refused/failed to rebuild the Property in accordance with its election or agreed to pay for rebuilding works that would achieve this. The plaintiffs claim judgment in the sum of the amount required to complete the rebuild of the property in accordance with the policy, general damages of \$35,000 (plus interest and costs).	1/09/2017			Plaintiff, Self-Represented Paul Smith: Duncan Cotterill, Defendant Scott Galloway, Third Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 12/12/2019
CIV-2017-409-000664	Young v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at England Street, Linwood. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant is liable to pay to the plaintiffs \$113,850 with respect to the events during the earthquakes and \$25,000 general damages (plus interest and costs) against the first defendant. The plaintiffs say the second defendant seeks a declaration that the plaintiff is entitled to receive a sum equivalent to the cost of repairing the house from the second defendant (plus costs and interest) against the second defendant.	1/09/2017			Grant Cameron/Emily Flaszynski:- GCA Lawyers, plaintiffs John Knight/Melanie Hayes - Chapman Tripp, First Defendant Peter Leman/Kerry Moor:- DLA Piper, Second Defendant	YES	DISCONTINUED 21/02/2019
CIV-2017-409-000663	Lough v Earthquake Commission and FMG Insurance Limited (Discontinued)	General Proceeding (Repairs)	Property at Perry Street, Papanui. Damaged in September 2010 and February 201. Policy under FMG. The plaintiff says the first defendant has failed/refused to meet its obligations under the policy by offering to pay the plaintiff nothing to settle the claim. The plaintiff seeks \$335,000 from the first defendant to remediate the damage (plus interest and costs). The plaintiff says the second defendant's work done was/is useless and the house still requires remedial work. The plaintiff seeks \$165,000 (less excess plus interest and costs) from the second defendant.	1/09/2017			Grant Shand/Andrew Ferguson:- Solicitor for the Plaintiffs Nathaniel Walker, Russell McVeagh, First defendant Peter Leman/Matthew Booth:- DLA Piper, Second defendant	YES	DISCONTINUED 26/11/2019
CIV-2017-409-000662	Dewes v IAG New Zealand Limited and Orange H Mangement Limited (formally Hawkins Management Limited (in receivership and liquidation) and Orange H Group Limited (formally Hawkins Group Limited) and Max Contracts Limited and QBE Insurance (Australia) Limited	General Proceeding	Property at Rata Street, Riccarton. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant elected to repair the property and has refused/failed to repair the works in accordance with its election or agree to pay for repair works that would achieve this. The plaintiffs seek judgment in the sum to be particularised prior to trial, consequential losses, \$35,000 general damages (plus interest and costs) against the defendant.	1/09/2017			Plaintiffs self-represented 3 Oct (formerly Rebecca Hopkins:- Lane Neave) Paul McGillivray:- Duncan Cotterill, Defendant Richard Smedley, Anthony Harper, Third Party Scott Galloway, Hazelton Law, Fourth Third Party	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 11/09/2019
CIV-2017-409-000661	Lake v Vero Insurance New Zealand Limited	General Proceeding	Property at Greenpark Street, Hoon Hay. Damaged as a result of Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant is in breach of its contract as it has failed/refused to agree or pay the costs as incurred a repair strategy which would restore the property to the condition required by the policy. The plaintiffs seek a declaration that the defendant is liable to pay the plaintiffs the equivalent of reinstating the property to the same condition as when new or judgment for the amount equivalent to the cost of reinstating the property to the same condition and \$25,000 general damages (plus interest and costs).	1/09/2017			Stephanie Grieve/Laura McLoughlin-Ware:- Duncan Cotterill, plaintiffs Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 10/10/2018

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CIV-2017-409-000660	Hobbs v Vero Insurance New Zealand Limited	General Proceeding	Property at Middle Road, Ashburton. Damaged in September 2010 and February and December 2011. Policy under Vero. The plaintiff says the defendant is in breach of its contract as agreed to pay the cost of rebuilding/repairing the damaged portion of the property and it has failed/refused to provide a repair strategy which would restore the property to the condition required by the policy. The plaintiff seeks a declaration that the defendant is liable to pay the plaintiffs the equivalent value of the cost of reinstating the property to the same condition as new or alternatively judgment for the equivalent to the cost of reinstating the property to the requisite condition and \$25,000 general damages (plus interest and costs).	1/09/2017			Stephanie Grieve/Laura McLoughlin-Ware:- Duncan Cotterill, plaintiffs Stephanie Corban: - Defendant	YES	DISCONTINUED 17/04/2020
CIV-2017-409-000659	Trustees of the Toosim Family Trust v IAG New Zealand Limited	General Proceeding (Repairs)	Property at Jacob Street, St Albans. Damaged in September 2010. Policy under IAG. The plaintiffs say they are entitled to be paid by the defendant for the works necessary to repair/rebuild the property. The plaintiffs seek a declaration to this effect. Alternatively, the plaintiffs seek damages under the contract of insurance and assignment of such costs or an indemnity under the contract insurance (plus interest and costs).	1/09/2017			Brian Burke:- Harmans Lawyers, plaintiffs Rick Hargreaves: Duncan Cotterill, Defendant	YES	JUDGMENT - STRUCK OUT 06/11/2019
CIV-2017-409-000658	Trustees of the Houston Trust v Southern Response Earthquake Services Limited	General Proceeding	Property at Memorial Avenue, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under AMI. The plaintiffs say the first defendant is in breach of its obligations under the contract of insurance by failing to pay the cost to rebuild or repair the house. The plaintiffs seek an order that the defendant specifically perform its duties under the contract by paying the difference between the amount paid by EQC and the amount payable. Alternatively, the plaintiffs seek special damages to the same amount and general damages of \$25,000 (plus interest and costs).	1/09/2017			Chris Boys:- Assure legal, plaintiffs Rick Hargreaves/Shane Swinerd:-DLA Piper, Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 11/07/2019
CIV-2017-409-000657	Steel v AA Insurance Limited	General Proceeding	Property at Clyde Road, Fendalton. Damaged in September 2010 and February 2011. Policy under AA. Plaintiff was appointed by the High Court as administrator of the estate of the former owner (deceased). The parties have not been able to agree on the terms of the settlement of the deceased's claim. The plaintiff seeks a declaration that the defendant is liable to carry out the repairs to the earthquake damage suffered to the property; an order for specific performance directing the defendant to carry out the repairs to the property; an inquiry to determine the costs of the required repairs and judgment for sums determined upon inquiry (plus interest and costs).	1/09/2017			Geoff Brodie:- Steel and Co, plaintiff Alan Sherlock/Anna Barnett:- Hesketh Henry, Defendant	YES	DISCONTINUED 30/07/2019
CIV-2017-409-000656	Jeffs v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Trices Road, Prebbleton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs to the standard required by the EQC Act. The plaintiffs seek \$115,000 per earthquake (plus interest and costs) against the first defendant. The plaintiffs say the second defendant has breached its obligations by failing to agree to pay the cost when incurred to repair the house. The plaintiffs seek an order for specific performance of a declaration that the second defendant must pay the cost when incurred to repair the damage (plus interest and costs).	1/09/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Ian Hunt/Meg Gall Young Hunter, Second Defendant	YES	DISCONTINUED 09/07/2020
CIV-2017-409-000655	AJAX Investments Limited v Earthquake Commission & AA Insurance Limited	General Proceeding	Property at Moule Street, Addington. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant has breached its obligations by failing to indemnify the plaintiff as required under the EQC Act. The plaintiff seeks \$115,000 (per earthquake, less any amounts paid to date) (plus costs and interest) from the first defendant. The plaintiff says the second defendant has breached its contract by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff claims an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred to repair the earthquake damage (plus interest and costs).	1/09/2017			Andrew Hooker/Joanne Kent-Johnston: - Shine Lawyers, Plaintiff Nathaniel Walker, Russel McVeagh, First Defendant Peter Hunt:- McElroys, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 30/09/2019 - consented
CIV-2017-409-000654	Loveridge and Ors v Tower Insurance Limited and IAG New Zealand Limited and Southern Response Limited (Discontinued)	General Proceeding	Properties at 52 North Avon Road, Richmond. Damaged as a result of the Canterbury earthquake sequence. Policies under Tower, IAG and Southern Response. The first plaintiff says the first defendant has failed/refused to settle the claim in full and seeks a declaration that the first defendant is liable to pay to the first plaintiff the full replacement cost of remediating the property. Alternatively, a declaratory judgment for certain repair works and judgment for \$2500 for landscaping and \$25,000 for temporary accommodation (plus costs). The first plaintiff says the second defendant has refused/failed to settle the claim in full and seeks a declaration to that effect or a declaratory judgment that the second defendant will pay the first plaintiff the remediation costs/or undertake certain repairs plus \$2000 for garden csts and \$15,000 for temporary accommodation (plus costs). The first plaintiff says the third defendant has refused/failed to settle the claims in full and seeks a declaration to that effect/or a declaratory judgment that the third defendant will undertake certain repairs plus \$2500 for garden costs and \$20,000 for alternative accommodation (plus costs). The second plaintiffs say the third defendant has failed/refused to settle the claim in full and seek a declaration that the third defendant is liable to pay to the second plaintiffs the full replacement cost of remediating the house or a declaratory judgment for certain repair works, plus the reasonable cost of removing the second plaintiffs' contents from one of the properties and upto six months' rent if the property is uninhabitable (plus costs).	1/09/2017			self-represented, plaintiff Caroline Laband/Vincent Burns:- DLA Piper, second defendant Emily Walton/Josh Taylor:- Wynn Williams, third defendant	YES	DISCONTINUED 03/12/2020
CIV-2017-409-000653	Kennedy v Earthquake Commission(Discontinued) & IAG New Zealand Limited	General Proceeding	Property at Studholme Street, Somerfield. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the first defendant has breached its obligations under the EQC Act as it has failed to indemnify the plaintiff as required. The plaintiff seeks an order that the first defendant pay damages in the sum of up to \$115,000 (per earthquake plus interest and costs). The plaintiff says the failure by the second defendant to agree to pay the costs when incurred for reinstatement is a breach of its obligations under the policy. The plaintiff seeks an order for specific performance against the second defendant or a declaration for the same (plus interest and costs).	1/09/2017			David Kennedy: - Plaintiff, self-represented Nathaniel Walker, Russell McVeagh, First Defendant Rick Hargreaves/Sarah Harris: Duncan Cotterill, Second Defendant	YES	DISCONTINUED 19/07/2019

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CIV-2017-409-000652	GCA Trustees Limited v Earthquake Commission & IAG New Zealand Limited and Vero Insurance New Zealand Limited	General Proceeding	Property at Taylors Mistake Road, Sumner. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. Plaintiffs took a written assignment with the previous vendors insurance claims. The plaintiffs say the defendants have failed/refused to settle the claims. The plaintiffs seek a maximum sum of \$341,550 (or any other sum decided between the parties/or the Court plus interest and costs) against the first defendant. The plaintiffs seek a declaration that the second defendants are liable to pay the full replacement cost of rebuilding the home to its when new condition. Alternatively, the plaintiffs seek a declaratory judgment that the second defendants will undertake certain repair works and judgment for \$50,000 for reinstating the garden. \$2,000 as a stress payment, costs of contents removal and storage and temporary accommodation costs (plus costs).	1/09/2017			Grant Smith:- Canterbury Legal, solicitor for plaintiffs; and Noor Hamid/Gary Davis, counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Kerry Moor:- DLA Piper, Second Defendant	YES	DISCONTINUED 21/10/2019
CIV-2017-409-000651	Scott v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Port Hills Road, Heathcote Valley. Damaged in September 2010 and February 2011. Policy under AA. The plaintiffs say the first defendant breached its duty of care as certain repairs do not meet the obligations of the EQC Act and some repairs have not been carried out. The plaintiffs seek special damages required to repair or rebuild the house and general damages of \$100,000 (plus interest and costs) against the first defendant. The plaintiffs say the failure by the second defendant to agree to pay the costs when incurred for reinstatement is a breach of its obligations under the policy. The plaintiffs seek an order for specific performance against the second defendant or a declaration for the same (plus interest and costs).	1/09/2017			Andrew Hooker:- Shine Lawyers, plaintiffs [Awaiting statement of defence]	YES	TRANSFERRED TO DISTRICT COURT 18/12/2017
CIV-2017-409-000650	Boote v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding	Property at Strickland Street, Sydenham. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG assigned from previous owners. The plaintiff says the first defendant's assessments and repairs have not remediated the house to the correct standard. The plaintiff seeks \$227,700 (less payments already made) against the first defendant (plus interest and costs). The plaintiff says the second defendant has failed/refused to settle the claim fully. The plaintiff seeks judgment for the cost to reinstate the house to its as new condition or a declaration that the second plaintiff is liable to pay the full replacement costs of rebuilding the house and \$2500 garden costs (plus costs) against the second defendant.	1/09/2017			Grant Smith:- Canterbury Legal, solicitor for plaintiffs; and Jai Moss/Zoe Caughey, counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Paul Smith/Rick Hargreaves:- Duncan Cotterill, second defendant	YES	DISCONTINUED 11/09/2019
CIV-2017-409-000649	Foxwell-Canning and Ingram v Earthquake Commission and AA Insurance Limited (Discontinued)	General Proceeding	Property at Geraldine Street, Edgware. Policy under AA. Damaged as a result of the Canterbury earthquake sequence. Plaintiffs were assigned residual rights in respect of EQC claims from previous owners. Plaintiffs and previous owners in process of executing deed of assignment in respect of AA claim. The plaintiffs say the first defendant has not remediated the house to the correct standard. The plaintiffs seek \$341,550 (less payments already made) from the first defendant (plus interest and costs). The plaintiffs say the second defendant has refused to settle the claim in full and is thus in breach of its policy. The plaintiffs seek judgment for the cost to reinstate the house to an as new condition (less EQC's liability) or a declaration for the same (plus interest and costs).	1/09/2017			Gary Davis/Jai Moss: St Asaph Chambers, Plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Cecily Brick:- Fee Langstone, second defendant	YES	DISCONTINUED 21/12/2020
CIV-2017-409-000648	Olson v Earthquake Commission (Discontinued) & AA Insurance	General Proceeding	Property at Goldey Drive, Scarborough. Damaged as a result of the Canterbury earthquake sequence. Policy under AA. The plaintiffs say the repair strategy proposed by the first defendant does not remediate the house to the standard required by the EQC Act. The plaintiffs seek judgment for \$113,850 (less payments already made) and general damages of \$10,000 (plus interest and costs) against the first defendant. The plaintiffs say the second defendant has breached its policy as it has failed/refused to settle the claims in full. The plaintiffs seek judgment for the cost to reinstate the house or a declaration for the same or a declaration that the second defendant will undertake certain repairs (plus interest and costs).	1/09/2017			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Alan Sherlock/Anna Barnett:- Hesketh Henry, second defendant	YES	DISCONTINUED 23/06/2020
CIV-2017-409-000647	Anderson and Kelly Properties Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Hereford Street, Central Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant's assessment and repairs to the house have not remediated the house to the correct standard. The plaintiffs seek judgment for \$341,550 (less payments already made) and (plus damages, interest and costs) against the first defendant. The plaintiffs say the second defendant has breached its policy by obligations as it has failed/refused to settle the claim in full. The plaintiffs seek judgment for the cost to reinstate the house to an as new condition (less EQC's liability) or a declaration for the same (plus interest and costs) against the second defendant.	1/09/2017			Andrew Ferguson:- AF Law Ltd, Plaintiffs Nicole Burt:- Chapman Tripp, First Defendant Matthew Booth/Kerry Moor:- DLA Piper, Second defendant	YES	DISCONTINUED 20/11/2018
CIV-2017-409-000646	Ajax Investments Limited v Earthquake Commission (Discontinued) & AA Insurance Limited	General Proceeding	Property at Hereford Street, Christchurch. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant has breached its obligations under the policy by failing to indemnify the plaintiff as required by the Act. The plaintiff seeks an order that the first defendant pay damages in the sum of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiff says the failure by the second defendant to agree to pay the cost when incurred to reinstate the house to the standard as set out in the policy. The plaintiff seeks an order for specific performance against the second defendant or a declaration for the same (plus costs and interest).	1/09/2017			Andrew Hooker:- Shine Lawyers, plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Peter Hunt, Emily Ferguson:- McElroys, Second Defendant	YES	DISCONTINUED 30/06/2020
CIV-2017-409-000645	Kam Investments Limited v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding	Property at Pacific Road, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The previous owners and the plaintiff entered into a deed of assignment assigning the claims to the plaintiffs. The plaintiffs say the first defendant's scope of works will not repair the house to the standard required under the EQC Act. The plaintiffs seek \$337,077.13 (less payments already made plus interest and costs) from the first defendant. The plaintiffs say the second defendant has breached its obligations under the policy as it has failed/refused to settle its claim in full. The plaintiffs seek judgment for the cost to reinstate the house (less the first defendant's liability) or a declaration to the same. Alternatively, the plaintiffs seek a declaratory judgment that the second defendant will undertake certain repair works (plus interest and costs).	1/09/2017			Andrew Ferguson: Shine Lawyers, Plaintiff Peter Leman and Kerry Moor, DLA Piper, Second Defendant	YES	DISCONTINUED 23/06/2020
CIV-2017-409-000644	Ajax Investments Limited v AA Insurance Limited	General Proceeding	Property at Keyes Road, New Brighton. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the failure by the defendant to reinstate the house to the required standard is a breach of its policy obligations. The plaintiff seeks an order for specific performance against the defendant or a declaration that the defendant must reinstate the house to the required standard (plus interest and costs).	1/09/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Peter Hunt/Michael Cavanaugh: McElroys, Defendant	YES	DISCONTINUED 11/04/2019

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CIV-2017-409-000643	SSJ Trading Limited v Earthquake Commission & IAG New Zealand Limited(Discontinued)	General Proceeding	Property at Suva Street, Upper Riccarton. Damaged in September 2010, February 2011 and December 2011. Policy under IAG assigned from previous owners. The plaintiff says the first defendant's repair strategy does not remediate the property to the standard required by the EQC Act and seeks \$341,550 (less payments already made) for each event (plus interest and costs). The plaintiff says the second defendant has breached an implied term in its policy as it has failed to correctly assess the plaintiff's claim. The plaintiff seeks judgment for cost to reinstate the house or a declaration that the second defendant is liable to pay to the plaintiff the full replacement cost plus \$2500 for landscaping, \$20,000 for temporary accommodation and \$1000 for stress payment (plus interest and costs) against the second defendant.	1/09/2017			Jared Higby:- St Asaph Chambers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant	YES	DISCONTINUED 03/10/2019
CIV-2017-409-000642	McMath v Earthquake Commission (Discontinued), IAG New Zealand Limited, Vero Insurance New Zealand Limited, Lumley General Insurance (N.Z.) Limited & Allianz New Zealand Limited	General Proceeding	Property at Woodbridge Road, Cashmere. Damaged as a result of the Canterbury earthquake sequence. Policy under defendants. The plaintiffs say the scope of works and repairs undertaken by the first defendant do not remediate the damage to the home to the standard required by the EQC Act and that the first defendant has failed/refused to make any payment to the plaintiffs. The plaintiffs seek \$113,850 and \$10,000 general damages (plus interest and costs from the first defendant). The plaintiffs say the second defendants are liable to pay the plaintiffs for the cost of repairing/rebuilding the property and seek judgment to this effect plus \$25,000 damages (plus interest and costs).	31/08/2017			Jared Higby:- St Asaph Chambers, plaintiffs Peter Leman/Matthew Booth:- DLA Piper, second defendant	YES	DISCONTINUED 04/12/2019
CIV-2017-409-000641	Cunningham v Earthquake Commission & Vero Insurance New Zealand Limited (Discontinued)	General Proceeding	Property at Quinns Road, Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the first defendant's scope of works, repair strategy and limited payment fail to remediate the property to the requisite standard. The plaintiffs seek \$113,850 and \$10,000 general damages (plus interest and costs) from the first defendant. The plaintiffs say the second defendant has accepted the claim and its assignment but has refused/failed to settle the claim in full. The plaintiffs seek a declaration that the second defendant is liable to pay to the plaintiffs the full replacement cost of repairing/rebuilding the home or a declaratory judgment that the second defendant will carry out certain repairs. The plaintiffs further say that the second defendant has waived the condition precedent that the plaintiffs incur cost before the claim will be settled. The plaintiffs seek judgment for cost to reinstate the home (less the first defendant's liability plus interest and costs).	31/08/2017			Grant Smith:- Canterbury Legal, solicitor for plaintiffs; and Jared Higby, counsel acting for plaintiffs Stephanie Corban/Alan Sherlock:- Hesketh Henry, second defendant	YES	DISCONTINUED 05/12/2019
CIV-2017-409-000640	Dixon (Discontinued) v IAG and QBE Insurance (Australia) Limited	General Proceeding	Property at Butts Valley Road, Heathcote Valley. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the failure by the defendant to agree to pay to reinstate the property to the standard required by the policy is a breach of its obligations under the policy. The plaintiff seeks an order that the defendant specifically perform its duties pursuant to the policy by paying the costs when incurred to repair or rebuild the house or a declaration for the same (plus interest and costs).	1/09/2017		Transferred to District Court 05/09/2022	Andrew Hooker:- Shine Lawyers, plaintiffs Geoff Turner:- Duncan Cotterill, Defendant Scott Galloway, Hazelton Law, Third Party	YES	TRANSFERRED TO DISTRICT COURT 05/09/2022
CIV-2017-409-000639	Harker v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Property at McBeath Avenue, Hoon Hay. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the first defendant's repair strategy does not address the underlying damage and seek judgment for \$113,850 for each claim (less amounts already paid) plus \$10,000 general damages (and interest and costs). The plaintiffs say the second defendant's repair strategy does not address the underlying damage and seek an order that the second defendant is liable to pay to the plaintiffs the full cost of repairing the home to the policy standard (less the first defendant's liability) and judgment for professional costs, \$12,500 for certain restoration works and \$25,000 for temporary accommodation (plus costs).	31/08/2017			self-represented, plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Alan Sherlock/Anna Barnett:- Hesketh Henry, second defendant	YES	DISCONTINUED 27/07/2020
CIV-2017-409-000638	Allsop v Earthquake Commission & Lumley General Insurance (N.Z.) Limited (Discontinued)	General Proceeding	Property at Westminster Street, St Albans. Damaged in September 2010 and February 2011. Policy under Lumley. The plaintiffs say the first defendant has failed to indemnify the plaintiffs as required by the EQC Act and seek damages of \$115,000 (per earthquake plus interest and costs). The plaintiffs say the failure by the second defendant to agree to pay to reinstate the property to the standard required by the policy is a breach of its obligations under the policy. The plaintiffs seek an order that the defendant specifically perform its duties pursuant to the policy by paying the costs when incurred to repair or rebuild the house or a declaration for the same (plus interest and costs).	1/09/2017			Robert Allsop/Allison Allsop:- Self-Represented Linda Clark, Dentons, First Defendant Laura-McLoughlin-Ware:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 09/12/2020
CIV-2017-409-000637	Caliman v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Chesterfield Mews, Russley. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley. The plaintiffs say the defendant has refused to make any payments to the plaintiffs to reinstate all of the earthquake damage. The plaintiffs seek \$458,954.59 against the defendant or a declaration that the defendant is liable to pay to the plaintiffs the full replacement cost of reinstating the home to the policy standard. The plaintiffs further seek a declaratory judgment that the defendant will undertake certain repair works (plus interest and costs).	31/08/2017			Noor Hamid St Asaph Chambers, Plaintiffs Laura McLoughlin-Ware:- Duncan Cotterill, defendant	YES	DISCONTINUED 28/09/2018
CIV-2017-409-000636	Best v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding (Repairs)	Property at Vancouver Crescent, Wainoni. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff states the first defendant failed to identify all of the earthquake damage before repairs and failed to repair and complete all of the earthquake damage. The plaintiff seeks a declaration that the first defendant is liable for the reinstatement of the earthquake damage to the standard required by the EQC Act. The plaintiff further seeks a declaration that if the statutory cap applies to the EQC claims, the second defendant is liable to pay the costs of repairing/rebuilding the house and that the second defendant pays the plaintiff's alternative accommodation costs (plus costs).	1/09/2017			Tim Grimwood / Lisa Taylor:- Anthony Harper, Plaintiff Briony Davies, MinterEllisonRuddWatts, First Defendant Caroline Laband/Caroline Halliday: DLA Piper, Second Defendant	YES	DISCONTINUED 30/03/2021

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CIV-2017-409-000635	Franklin v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding	Property at Ashgrove Terrace, Cashmere. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Mobeena Hills, Shine Lawyers, Plaintiffs Caroline Laband, DLA Piper, Defendant	YES	DISCONTINUED 10/12/2020
CIV-2017-409-000634	Kennedy v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding	Property at Paparoa Street, Papanui. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Riches and Jessica Manson, Saunders and Co, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Caroline Halliday-DLA Piper, Second Defendant	YES	DISCONTINUED 26/06/2020
CIV-2017-409-000633	Beaven v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Highcrest Heights, Westmorland. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker/ Tiffany Sauni - Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Kerry Moor:DLA Piper, Second Defendant	YES	DISCONTINUED 11/06/2019
CIV-2017-409-000632	Gregory v Earthquake Commission & Tower Insurance Limited (Discontinued)	General Proceeding	Property at Kenwyn Avenue, Saint Albans. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Melanie Hayes:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, second defendant	YES	DISCONTINUED 21/02/2019
CIV-2017-409-000631	Dray v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Landsdowne Terrace, Cashmere. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell: Bell Gully, Second Defendant	YES	DISCONTINUED 24/02/2020
CIV-2017-409-000630	Shyhov v Earthquake Commission and AA Insurance Limited (Discontinued)	General Proceeding	Property at Thornley Place, Woodend. Damaged in September 2010 and February 2011. Policy under AA. The plaintiffs say the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the defendant or a declaration that the defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Victoria Wood:- Canterbury Community Law, Plaintiffs Cecily Brick:- Fee Langstone, second defendant Nathaniel Walker, Russell McVeagh, Chapman Tripp, first defendant	YES	DISCONTINUED 09/07/2019
CIV-2017-409-000629	Wilson and Corles v Earthquake Commission (Discontinued) and Vero Insurance New Zealand Limited	General Proceeding	Property at Walkers Road, Lyttelton. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, first defendant Anna Barnett:-Hesketh Henry, second defendant	YES	DISCONTINUED 26/06/2019
CIV-2017-409-000628	Shaskey v AA Insurance Limited	General Proceeding	Property at St Andrews Hill, Mount Pleasant. Damaged in September 2010 and February 2011. Policy under AA. The plaintiffs say the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage of (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Peter Hunt: McElroys, Defendant	YES	DISCONTINUED 12/07/2019
CIV-2017-409-000627	Drew v Earthquake Commission and IAG New Zealand Limited (Discontinued) and Vero Insurance New Zealand Limited (Discontinued)	General Proceeding	Property at Somerfield Street, Somerfield. Damaged in September 2010 and February 2011. Policy under IAG and Vero. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiffs say the second and third defendants have breached their obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second and third defendants must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 20/12/2019
CIV-2017-409-000626	Cabana Properties Limited v IAG New Zealand Limited	General Proceeding	Property at Barbour Street, Waltham. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the defendant or a declaration that the defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Bridget Read:- Young Hunter, Defendant	YES	DISCONTINUED 16/04/2018

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CIV-2017-409-000625	Coles v Earthquake Commission (Discontinued) and Tower Insurance Limited	General Proceeding	Property at Kellys Road, Mairehau. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris: -Gilbert Walker, Second Defendant	YES	DISCONTINUED 17/11/2020
CIV-2017-409-000624	Vault Enterprises Limited v Earthquake Commission and IAG New Zealand Limited (Discontinued)	General Proceeding (Repairs)	Property at Palmers Road, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the repair strategies and partial repairs carried out on behalf of the first defendant have been inadequate to repair the earthquake damage. The plaintiff seeks \$341,550 (plus interest and costs) from the first defendant. The plaintiff says the second defendant has breached its obligations by not assessing the damage to the house. The plaintiff seeks judgment for the cost to reinstate the house, or a declaration for the same, \$2000 for landscaping and \$15,000 for alternative accommodation (plus interest and costs) from the second defendant.	31/08/2017			Andrew Ferguson:- AF Law, Plaintiff Kate Rouch: Chapman Tripp, First Defendant Laura McLoughlin-Ware:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 06/12/2018
CIV-2017-409-000623	Soper v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Silvester Street, Woolston. Damaged in September 2010 and February 2011. Policy under Lumley. The plaintiff says the defendant is in breach of its obligations under the policy by failing to agree to pay the cost to reinstate the property. The plaintiff seeks an order for specific performance against the defendant or a declaration that the defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Catherine Jamieson: - Young Hunter, Defendant	YES	DISCONTINUED 26/01/2018
CIV-2017-409-000622	McCarthy v Earthquake Commission (Discontinued) and Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Waltham Road, Waltham. Damaged in September 2010 and February 2011. Policy under Lumley. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to repair or rebuild the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Ian Hunt: - Young Hunter, second defendant	YES	DISCONTINUED 19/11/2019
CIV-2017-409-000621	Dray v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Waltham Road, Waltham. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff John Knight and Richard Hutchison:- Chapman Tripp, First Defendant Morgan Powell:- Bell Gully, Second Defendant	YES	DISCONTINUED 18/01/2019
CIV-2017-409-000620	Dray v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Hopkins Street, Woolston. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant David Friar: - Bell Gully, Second Defendant	YES	DISCONTINUED 14/01/2020
CIV-2017-409-000619	Alcock v Earthquake Commission & Vero Insurance New Zealand Limited (Discontinued)	General Proceeding	Property at Pages Road, Wainoni. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the first defendant's repair recommendation will not repair the house to the standard required by the EQC Act. The plaintiffs seek \$341,550 (less payments already made plus interest and costs) against the first defendant. The plaintiffs say the second defendant has breached its policy obligations as it has failed/refused to settle the claims in full. The plaintiffs seek judgment for the cost to reinstate the house (less EQC's liability) or a declaration for the same (plus interest and costs).	31/08/2017			Chris Boys:-Assure Legal, Plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Fran Darlow: Feelangstone, Second Defendant	YES	DISCONTINUED 25/09/2020
CIV-2017-409-000618	O'Rawe v Southern Response Earthquake Services Limited	General Proceeding	Property at Ilam Road, Bryndwr. Damaged in September 2010 and February 2011. Policy under Southern Cross. The plaintiff says the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the defendant or a declaration that the defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 19/12/2017
CIV-2017-409-000617	Dray v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding	Property at Stourbridge Street, Spreydon. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Morgan Powell: - Bell Gully, Second Defendant	YES	DISCONTINUED 14/01/2020
CIV-2017-409-000616	Hargen v AA Insurance Limited	General Proceeding	Property at Linkwater Way, Parklands. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the defendant or a declaration that the defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Michael Cavanaugh, McElroys, Defendant	YES	DISCONTINUED 27/11/2019

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CIV-2017-409-000615	Wong v Earthquake Commission and Medical Assurance Society New Zealand Limited	General Proceeding	Property at Dilworth Street, Riccarton. Damaged in September 2010 and February 2011. Policy under Medical Assurance Society. The plaintiff say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the property. The plaintiffs seek an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff John Knight/Melanie Hayes: - Chapman Tripp, First Defendant Olivia du Pont / Charlie Lin: - Minter Ellison, Second Defendant	YES	DISCONTINUED 05/02/2019
CIV-2017-409-000614	Body Corporate Number 3607704 v Vero Insurance New Zealand Limited	General Proceeding	Property at Tussock Lane, Ferrymead. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiff says the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the property. The plaintiff seeks an order for specific performance against the defendant or a declaration that the defendant must pay the cost to repair the property (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Cecily Brick: - Fee Langstone, defendant	YES	DISCONTINUED 29/05/2020
CIV-2017-409-000613	G & A Karama Limited v Earthquake Commission and Lumley General Insurance (N.Z.) Limited (discontinued)	General Proceeding	Property at Cranford Street, Saint Albans. Damaged in September 2010 and February 2011. Policy under Lumley. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (including costs and interest). The plaintiff says the second defendant is in breach of its obligations under the policy by failing to agree to pay the cost to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff John Knight/Melanie Hayes: - Chapman Tripp, First Defendant	YES	DISCONTINUED 26/09/2018
CIV-2017-409-000612	Wildberry Properties Limited v Earthquake Commission (Discontinued) and AA Insurance Limited	General Proceeding	Property at Worcester Street, Christchurch Central. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date but including costs and interest). The plaintiff says the second defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Mobeena Hills - Shine Lawyers, Plaintiff Briony Davies, MinterEllisonRuddWatts, First Defendant Alan Sherlock/Anna Barnett: - Hesketh Henry, Second Defendant	YES	DISCONTINUED 28/07/2021
CIV-2017-409-000611	Thomson v Vero Insurance New Zealand Limited	General Proceeding	Property at Creyke Road, Ilam. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiff says the defendant has breached its policy obligations as it has failed to reinstate the property. The plaintiffs seek judgment for the cost to reinstate the property in accordance with the policy or a declaration that the defendant is liable to pay the cost of reinstatement (plus interest and costs).	31/08/2017				YES	DISCONTINUED 21/10/2018
CIV-2017-409-000610	Tither v Earthquake Commission and Tower Insurance Limited	General Proceeding	Property at Cargill Place, Richmond. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (including costs and interest). The plaintiff says the second defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Plaintiff now self-represented 26/09/2019 (previously Ingrid Taylor:- Taylor Shaw and Phil Shamy - Barrister) Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 10/10/2019
CIV-2017-409-000608	Bickerton v Vero Insurance New Zealand Limited	General Proceeding	Property at Weka Street, Fendalton. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant has breached its policy obligations as it has failed to reinstate the property. The plaintiffs seek judgment for the cost to reinstate the property in accordance with the policy or a declaration that the defendant is liable to pay the cost of reinstatement (plus interest and costs).	31/08/2017			Ben Walker:- Counsel for the plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 21/10/2018
CIV-2017-409-000607	Drew v Earthquake Commission & IAG New Zealand Limited v Ors	General Proceeding	Property at Worcester Street, Linwood. Damaged in September 2010 and February 2011. Policy under IAG, Vero, Lumley and Allianz. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, including costs and interest). The plaintiff says the remaining defendants have breached their obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the remaining defendants or a declaration that the remaining defendants must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Hayden Wilson, Dentons, first defendant Catherine Jamieson: - Young Hunter, second-fifth defendants	YES	DISCONTINUED 09/12/2020
CIV-2017-409-000606	Barry v Vero Insurance New Zealand Limited	General Proceeding	Property at Waddell Lane, Avondale. Damaged in February 2011. Policy under Vero. The plaintiffs say the defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 13/12/2017
CIV-2017-409-000605	Crestwood Trust Limited v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding	Property at Picton Avenue, Riccarton. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, including costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Melanie Hayes: - Chapman Tripp, first defendant Emily Ferguson: - McElroys, Second Defendant	YES	DISCONTINUED 21/12/2018

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CIV-2017-409-000604	Zaitsev v Tower Insurance Limited	General Proceeding	Property at Davids Street, Lyttelton. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiffs say the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the defendant or a declaration that the defendant must pay the cost of repairing the house (plus \$50,000 per plaintiff in damages, costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Matthew Harris:- Gilbert Walker, defendant	YES	DISCONTINUED 03/07/2019
CIV-2017-409-000603	Darby v AA Insurance Limited	General Proceeding	Property at Millbank Lane, Carlton Mill. Damaged in September 2010 and February 2011. Policy under AA. The plaintiffs say the defendant has breached its policy by failing to exercise the right of election and resiling from its position that the property should be rebuilt. The plaintiffs seek a declaration that the property is beyond economic repair and is a rebuild and that the plaintiffs have the right to choose whether the defendant pays to the plaintiffs the replacement value or proceeds to rebuild the property to an as new condition (plus costs).	31/08/2017			Peter Woods/Lisa Taylor:- Anthony Harper, plaintiffs [Awaiting statement of defence]	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 14/10/2019 - consented
CIV-2017-409-000602	Stokes v Earthquake Commission & AA Insurance Limited	General Proceeding	Property at Kimberley Road, Darfield. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Sam Leamonth:- Feelangstone, Second Defendant	YES	DISCONTINUED 19/06/2020
CIV-2017-409-000601	Warren v AA Insurance Limited	General Proceeding	Property at Bottle Lake Drive, Parklands. Damaged in September 2010 and February 2011. Policy under AA. The plaintiffs say the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the defendant or a declaration that the defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 11/09/2018
CIV-2017-409-000600	Drew Properties Limited v Earthquake Commission and IAG New Zealand Limited	General Proceeding	Property at Papanui Road, Papanui. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, including costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 16/01/2020
CIV-2017-409-000599	Jay Michael Van Lent and Affinity Trust Management Limited s trustees of the Jaybee Trust v Earthquake Commission (Discontinued) and Vero Insurance New Zealand Limited	General Proceeding	Property at Titirangi Crescent, Parklands. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, including costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Victoria Wood and Charlotte Rudd, Community Law, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Sandy Percival:- McElroys, Second Defendant	YES	DISCONTINUED 23/12/2019
CIV-2017-409-000598	Dennis v Vero Insurance New Zealand Limited	General Proceeding	Property at Dyers Pass Road, Cashmere. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the second defendant has breached its obligations under the policy by denying that the property should be rebuilt. The plaintiffs seek a declaration that the property is beyond economic repair and is to be regarded as a rebuild, orders for certain costs including \$25,000 for temporary accommodation (plus costs). The plaintiffs further say that the defendant has breached its duty of good faith and seek general damages for each plaintiff (plus costs). The plaintiffs say the defendant has breached section 30 of the Consumer Guarantees Act 1993 and seek general damages for each plaintiff (plus costs).	31/08/2017			Peter Woods/Lisa Taylor:- Anthony Harper, plaintiffs Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 23/01/2018
CIV-2017-409-000597	Drew Properties Limited v Earthquake Commission (Discontinued) and AA Insurance Limited	General Proceeding	Property at William Street, Kaiapoi. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, including costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Anna Barnett, Hesketh Henry, Second Defendant	YES	DISCONTINUED 21/07/2021
CIV-2017-409-000596	Milavine Limited v Tower Insurance Limited	General Proceeding	Property at Brittan Terrace, Lyttelton. Damaged in February 2011. Policy under Tower. The plaintiff says the defendant has breached its obligations under the policy by failing/refusing to settle the claim by repairing the damage. The plaintiff seeks a declaration that the first defendant is liable to pay to the plaintiff up to a maximum of \$672,078.92 to remediate the damage (plus interest and costs) or judgment for the same.	31/08/2017			Grant Shand:- Solicitor for the plaintiffs Martin Smith:- Gilbert Walker, defendant	YES	DISCONTINUED 29/04/2019

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CIV-2017-409-000595	Tiong and Sia v Earthquake Commission and IAG New Zealand Limited (Discontinued)	General Proceeding (Repairs)	Property at Ilam Road, Hoon Hay. Damaged in February 2011. Policy under IAG. The plaintiffs say the physical repair work carried out by the first defendant is/was worthless and the house still requires remedial work. The plaintiffs further say the rights under the policy with the first defendant were assigned to the plaintiffs by the previous owners and the defendant has failed to make full payment. The plaintiffs seek \$113,850 and \$50,000 general damages from the first defendant (plus interest and costs). The plaintiffs say the second defendant breached its obligations under the policy by failing to pay to the plaintiffs the cost of remedating the house. The plaintiffs seek \$525,000 and \$50,000 general damages from the plaintiff (plus interest and costs) from the second defendant.	31/08/2017			Grant Shand:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Peter Leman/Matthew Booth:- DLA Piper, Second Defendant	YES	DISCONTINUED 23/06/2020
CIV-2017-409-000594	Middlemiss v Southern Response Earthquake Services Limited	General Proceeding	Property at Wilryan Avenue, New Brighton. Damaged in February and June 2011. Policy under Southern Response. The plaintiffs say the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the defendant or a declaration that the defendant must pay the cost incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 30/01/2019
CIV-2017-409-000593	Gee v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Property at Studholme Street, Somerfield. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost to of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Cecily Brick - Feelangstone, second defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 3/10/2019 - consented
CIV-2017-409-000592	Hussaini v Earthquake Commission and Vero Insurance New Zealand Limited	General Proceeding	Property at Sefton Street, Belfast. Policy under Vero. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, including costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the second defendant or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Cecily Brick:- Fee Langstone, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 05/11/2019 - consented
CIV-2017-409-000591	Gilbert v AA Insurance Limited	General Proceeding	Property at Geraldine Street, Edgeware. Policy under AA. Damaged in September 2010 and February 2011. The plaintiff says the failure by the defendant to agree to pay the cost when incurred to reinstate the property is a breach of its obligations under the policy. The plaintiff seeks an order for specific performance or alternatively a declaration that the defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus interest and costs).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Cecily Brick:- Fee Langstone, defendant	YES	DISCONTINUED 27/04/2018
CIV-2017-409-000590	Gee v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Property at Roderick Alley Lane, Papanui. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Alan Sherlock/Glen Holm-Hansen:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 09/12/2021
CIV-2017-409-000589	Redmond v Earthquake Commission & Vero Insurance New Zealand Ltd & IAG New Zealand Limited	General Proceeding	Property at Ansons Road, Darfield. Damaged in September 2010 and February 2011. Policy under Vero and IAG. The plaintiffs say the first defendant is in breach of its obligations as it has failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiffs say the second and third defendants have breached their obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second and third defendants must pay the cost when incurred by the plaintiffs to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker and Eoin Farrell:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, first defendant DISCONTINUED 23 September 2019 Alan Sherlock and Nina Thomson:- Hesketh Henry, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 27/09/2019
CIV-2017-409-000588	Whincops Investments Limited v Earthquake Commission & AA Insurance Limited	General Proceeding	Property at Whincops Road, Halswell. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017		Fixture - 10 days on 19/07/2021	Karl Robinson, Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Cecily Brick:- Fee Langstone, second defendant	YES	DISCONTINUED 22/03/2021
CIV-2017-409-000587	Parkes v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Champion Street, Edgeware. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Kerry Moor - DLA Piper - Second Defendant	YES	DISCONTINUED 07/04/2021

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CIV-2017-409-000586	Frank v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding	Property at Waller Terrace, Christchurch Central. Damaged in September 2010 and February 2011. Policy under Tower. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker: - Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant	YES	DISCONTINUED 10/07/2019
CIV-2017-409-000585	Levin v Medical Assurance Society	General Proceeding	Property at Bretts Road, St Albans. Damaged in September 2010 and February 2011. Policy under Medical Assurance. The plaintiffs say the defendant is in breach of its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance against the defendant or a declaration that the defendant must pay the cost of repairing the house (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Andrew Horne/Nick Frith: - Minter Ellison, Defendants	YES	DISCONTINUED 11/08/2020
CIV-2017-409-000584	Hopping v Earthquake Commission (Discontinued) & Vero Insurance New Zealand	General Proceeding	Property at Knowles Street, Merivale. Damaged in September 2010 and February 2011. Policy under Vero. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiffs seek an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Anna Barnett, Hesketh Henry, Second Defendant	YES	DISCONTINUED 27/05/2021
CIV-2017-409-000583	Wildberry Properties Limited v Earthquake Commission and AA Insurance Limited (Discon)	General Proceeding	Property at Wildberry Street, Woolston. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (less any amounts paid to date, plus costs and interest). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance or a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the earthquake damage (plus costs and interest).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiffs Briony Davies, MinterEllisonRuddWatts, First Defendant Alan Sherlock/Anna Barnett: - Hesketh Henry, Second Defendant	YES	DISCONTINUED 09/03/2021
CIV-2017-409-000582	McPhail v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Linwood Avenue, Linwood. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiff says the first defendant's scope of works, repair strategy and limited payment failed to remediate the house to the standard required by the EQC Act. The plaintiff seeks \$227,700 (less payments already made, plus damages, interest and costs) from the first defendant. The plaintiff says the second defendant has breached its obligations under the policy by not correctly assessing the plaintiff's claim. The plaintiff seeks \$293,745 for the cost of repair/rebuild of the house from the second defendant, or a declaration for the same, or a declaratory judgment that the second defendant will carry out certain repair works (plus interest and costs).	30/08/2017			Jared Higby:- St Asaph Chambers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Kerry Moor:- DLA Piper, Second Defendant	YES	DISCONTINUED 03/12/2019
CIV-2017-409-000581	Wildberry Properties Limited v Earthquake Commission (Discontinued) and AA Insurance Limited	General Proceeding	Property at Wildberry Street, Woolston. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant is in breach of its obligations as it has failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks \$115,000 (per earthquake, less any amounts paid to date) from the first defendant (plus interest and costs). The plaintiff says the second defendant breached its obligations under the policy by failing to agree to pay the cost when incurred to reinstate the house. The plaintiff seeks an order for specific performance to pay the cost when incurred to repair the house, or a declaration for the same, against the second defendant (plus interest and costs).	31/08/2017			Andrew Hooker:- Shine Lawyers, Plaintiff Fiona Tregonning, MinerEllisonRuddWatts, First Defendant Alan Sherlock/Anna Barnett: - Hesketh Henry, Second Defendant	YES	DISCONTINUED 28/07/2021 Ready List Entry Date: 04/02/2020
CIV-2017-409-000580	Drew Properties Limited v Earthquake Commission (Discontinued) & AA Insurance Limited	General Proceeding	Property at Sandwich Road, Beckenham. Damaged in September 2010 and . Policy under AA. The plaintiffs say the first defendant is in breach of its obligations as it failed to indemnify the plaintiffs as required by the EQC Act. The plaintiffs seek an order that the first defendant pay damages of \$115,000 (per earthquake, less any amounts paid to date plus interest and costs). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay costs incurred to reinstate the house. The plaintiff seeks an order that the second defendant specifically perform its obligations by paying the cost when incurred or a declaration for the same (plus interest and costs).	31/08/2017			Andrew Hooker:- Shine Lawyers, plaintiffs Fiona Tregonning, MinerEllisonRuddWatts, first defendant Alan Sherlock/Anna Barnett: - Hesketh Henry, second defendant	YES	DISCONTINUED 28/07/2021
CIV-2017-409-000579	Drew Properties Limited v Earthquake Commission (Discontinued) & AA Insurance Limited	General Proceeding	Property at Rogers Street, Waltham. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says the first defendant is in breach of its obligations as it failed to indemnify the plaintiff as required by the EQC Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 (per earthquake, less any amounts paid to date plus interest and costs). The plaintiff says the second defendant has breached its obligations under the policy by failing to agree to pay costs incurred to reinstate the house. The plaintiff seeks an order that the second defendant specifically perform its obligations by paying the cost when incurred or a declaration for the same (plus interest and costs).	31/08/2017			Andrew Hooker:- Shine Lawyers, plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Alan Sherlock/Anna Barnett: - Hesketh Henry, second defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 01/09/2020
CIV-2017-409-000578	ASI Bach Group Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at 101 Cannon Hill Crescent, Mount Pleasant. Damaged as a result of the Canterbury earthquake sequence. Policy under Vero. The plaintiff says the defendant is in breach of its obligations under the policy by failing/refusing to approve and pay for a rebuild of the home. The plaintiff seeks \$1,877,950 (less any payments made by EQC plus interest and costs).	28/08/2017			Hamish Evans:- Young Hunter, plaintiff Peter Hunt/McElroys, Defendant	YES	DISCONTINUED 03/12/2018

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CIV-2017-409-000552	Ligar Holdings Limited v Tower Insurance Limited (Discontinued), AA Insurance Limited and Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Properties at Draper Street, Richmond. Damaged in September 2010 and February 2011. Policy under ANZCover House, AA and Southern Response. The plaintiff says the first defendant has failed/refused to meet its obligations under the policy with respect to the first two properties as it has not paid the full amount to reinstate the properties under the policy and seeks a declaration that the first defendant is liable to pay the plaintiff \$304,975.29 for the first property (plus interest and costs) or judgment for the same and \$302,405.98 (plus interest and costs) for the second property. The plaintiff says the second defendant has failed/refused to meet its obligations under the policy because it has not paid the full amount to reinstate the house and seeks \$300,513.26 (plus interest and costs). The plaintiff says the third defendant has failed/refused to meet its obligations under the policy because it has not paid the full amount to reinstate the house and seeks \$275,237.59 (plus interest and costs).	24/08/2017			Grant Shand:- Solicitor for the plaintiffs M Smith/H McQueen:- Gilbert Walker, First Defendant C Brick and F Darlow: Fee Langstone, Second Defendant M Powell and R Morris:- Bell Gully, Third Defendant	YES	DISCONTINUED 25/10/2018
CIV-2017-409-000509	Williamson v Vero Insurance New Zealand Limited	General Proceeding	Property at Avonhead Road, Avonhead. Policy under Vero. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has repudiated the contract of insurance by failing/refusing to reinstate the property to a condition as it were prior to the earthquake events and by failing to comply with the implied term that it would fulfil its obligations within a reasonable time and in accordance with the policy. The plaintiffs seek a declaration that the defendant indemnify the plaintiffs for all material damage suffered to the property by replacing the residential dwelling. The plaintiffs further seek damages to be ascertained, professional services costs, costs.	28/07/2017			Stephen Rhodes:- Rhodes and CO, Plaintiff Stephanie Corban:- Hesketh Henry, Defendant	YES	DISCONTINUED 21/11/2019
CIV-2017-409-000503	Buchan v IAG New Zealand Limited	General Proceeding	Property at Garden Road, Fendalton. Policy under IAG. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has breached an implied term of their insurance contract by unreasonably withholding its agreement to the plaintiffs undertaking restoration of the property. The plaintiffs seek a declaration that the alternative strategy is the appropriate methodology to restore the damaged floor slab and foundations and that the defendant is liable under the policy to indemnify the plaintiffs for the sums reasonably incurred by them in meeting the policy standard by utilising the alternative strategy. The plaintiffs further seek an order for specific performance, requiring the defendant to pay the sums to the plaintiffs reasonably incurred in undertaking the necessary work (plus interest and costs). The plaintiffs further say the defendant was negligent in its duty of care to the plaintiffs and seek special damages for costs incurred by the plaintiffs and general damages (plus interest and costs).	24/07/2017			Willie Palmer/Kelly Paterson:- Buddle Findlay, Plaintiff Caroline Laband/Sophie Merkin:- DLA Piper, Defendant	YES	DISCONTINUED 09/09/2019
CIV-2017-409-000489	Mortlocks Trustees Limited v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Mackworth Street, Woolston. Policy under Southern Response. Damaged in September and December 2010 and February 2011. The plaintiffs say the physical remedial work completed is worthless and the house still requires remediation of its foundation and associated re-cracking of the interior and exterior and that the first defendant has refused to make the full physical payment to the plaintiffs. The plaintiffs seek judgment for \$150,350.57 of remediation costs (plus damages, interest and costs). The plaintiffs say the second defendant has breached its policy obligations by not offering to pay the plaintiffs anything to settle their house claim. The plaintiffs seek judgment for \$290,000 for remedial (plus damages, interest and costs). Alternatively, the plaintiffs seek a declaration that the second defendant is liable to pay to the plaintiffs the cost of remediating the house to an "as new" condition up to a maximum of \$290,000 (plus damages, interest and costs).	20/07/2017			Grant Shand:- Plaintiffs Nathaniel Walker, Russell McVeagh, first defendant D J Friar/Morgan Powell:- Bell Gully, second defendant	YES	DISCONTINUED 26/03/2020
CIV-2017-409-000488	Horizon Trust v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Property at Summit Road, Lansdowne. Policy under Vero. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant has refused to make the physical payment to the plaintiffs. The plaintiffs seek judgment for \$155,906.21 (plus damages, interest and costs) from the first defendant. The plaintiffs say the second defendant is liable to pay the economic cost of reinstatement (less the first defendant's liability). The plaintiffs seek \$1,013,583 for reinstatement costs (plus damages, interest and costs) or, alternatively, a declaration that the second defendant is liable to pay to the plaintiffs \$1,013,583 for reinstatement costs (plus damages, interest and costs).	20/07/2017			Karl Robinson, Shine Lawyers - Plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Cecily Brick:- Fee Langstone, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 13/11/2019
CIV-2017-409-000478	Stackhouse v Southern Response Earthquake Services Limited	General Proceeding	Property at Redfern Street, Northwood. Damaged in September 2010. Policy under AML. The plaintiff says the defendant would be in breach of its policy if it proceeded with the proposed repairs as it is less than what is required by the policy and that by maintaining its position, the defendant is manifesting an intention to breach its contract with the plaintiffs. The plaintiffs also say the defendant has breached its duty to act with utmost good faith in respect to its dealings with the plaintiff and it has breached an implied term of its contract by failing to fulfil its obligations to act in accordance with the Policy within a reasonable time. The plaintiffs seek an order that the defendant is required to pay the current cost of repairing the property being \$562,091 (plus damages, interest and costs).	14/07/2017			Tania Hutchinson:- Saunders & Co, Counsel for plaintiff David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 04/04/2019
CIV-2017-409-000476	Colquhoun v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at London Street, Lyttelton. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiff says EQC has failed to indemnify the plaintiff as required by Earthquake Commission Act 1993 and failing to restore the house as required in order to meet its obligations under the Act. The plaintiff seeks an order that EQC pay damages in the sum of \$115,000 (plus interest and costs). The plaintiff says the second defendant breached its obligations under the policy by failing to agree to pay costs when incurred. The plaintiffs seek an order that the second defendant specifically perform its duties pursuant to the policy or alternatively a declaration that the second defendant must pay the costs when incurred by the plaintiff to repair the earthquake damage (plus interest and costs).	14/07/2017			Nathaniel Walker, Russell McVeagh, First Defendant Peter Leman/Jeremy Thomson:- DLA Piper, second defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 1/11/2019 - consented

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CIV-2017-409-000475	Colquhoun v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Corson Avenue, Beckenham. Damaged in February 2011. Policy under IAG. The plaintiff says EQC has failed to indemnify the plaintiff as required by Earthquake Commission Act 1993 and failing to restore the house as required in order to meet its obligations under the Act. The plaintiff seeks an order that EQC pay damages in the sum of \$115,000 (plus interest and costs). The plaintiff says the second defendant breached its obligations under the policy by failing to agree to pay costs when incurred. The plaintiffs seek an order that the second defendant specifically perform its duties pursuant to the policy or alternatively a declaration that the second defendant must pay the costs when incurred by the plaintiff to repair the earthquake damage (plus interest and costs).	14/07/2017			Andrew Hooker:- Shine Lawyers, plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Laura McLoughlin-Ware-Duncan Coterill, Second Defendant	YES	DISCONTINUED 08/07/2019
CIV-2017-409-000469	Drew v Earthquake Commission & AA Insurance Limited (Discontinued)	General Proceeding	Property at Norwood Street, Beckenham. Damaged in September 2010 and February 2011. Policy under AA. The plaintiff says EQC has failed to indemnify the plaintiff as required by Earthquake Commission Act 1993 and has breached its obligations by failing to restore the house as required. The plaintiff seeks an order that EQC pay damages in the sum of \$115,000 (per earthquake) less any amounts paid to date (plus interest and costs). The plaintiff says the failure by the second defendant to agree to pay the cost when incurred to reinstate the house is a breach of its obligations under the policy. The plaintiff seeks an order that the second defendant specifically perform its obligations under the policy by paying the costs when incurred to repair the house or alternatively a declaration that the second defendant must pay the cost when incurred by the plaintiff to repair the damage according to the scope of repairs (plus interest and costs).	12/07/2017			Claudia Leighs: Shine Lawyers, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Stephanie Corban/Charlotte Lewis: Second Defendant	YES	DISCONTINUED 19/06/2019
CIV-2017-409-000461	McEvedy v IAG New Zealand Limited	General Proceeding	Property at Quinns Road, Shirley. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the defendant has breached its obligations by failing to agree to pay the cost to reinstate the house. The plaintiffs seek an order that the defendant specifically perform its duties pursuant to the policy by paying the cost to repair the house (when incurred) as per the scope of repairs, or alternatively, a declaration that the defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage according to the scope of repairs (plus interest and costs).	10/07/2017			Andrew Hooker:- Shine Lawyers, plaintiffs Caroline Laband: DLA Piper, defendant	YES	DISCONTINUED 21/11/2018
CIV-2017-409-000459	Gilbert v IAG New Zealand Limited	General Proceeding	Property at Trices Road, Prebbleton. Damaged in September 2010. Policy under IAG. The plaintiffs say the defendant has breached its obligations by failing to agree to pay the cost to reinstate the house. The plaintiffs seek an order that the defendant specifically perform its duties pursuant to the policy by paying the cost to repair the house (when incurred) as per the scope of repairs, or alternatively, a declaration that the defendant must pay the cost when incurred by the plaintiffs to repair the earthquake damage according to the scope of repairs (plus interest and costs).	10/07/2017			Andrew Hooker:- Shine Lawyers, plaintiffs Laura McLoughlin-Ware:-Duncan Coterill, Defendant	YES	DISCONTINUED 06/05/2021
CIV-2017-409-000449	Yan v IAG New Zealand Limited	General Proceeding	Properties at Colombo Street, Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has failed/neglected to pay the amount of loss or damage or estimated costs of restoring the business assets to the requisite standard and that the defendant has failed/neglected to adjust the specified sum as recorded in each policy renewal by the relevant consumer price index for each annual renewal. The plaintiffs seek rectification of the policy to provide that the sum insured for the buildings for the periods 15 December 2009 and 15 December 2010 and 15 December 2010- 15 December 2011 were the 2011 specified sum (plus costs) and judgment for cost of restoring each business asset to the requisite condition (to be quantified at trial, plus interest and costs). The plaintiff also seeks a declaration that upon restoring/replacing the properties the plaintiff will become entitled to payment from the defendant under the policy (plus costs) and interest on the amounts payable under the policy for wrongful delay, or damages in the amount of interest on the further amounts payable for wrongful delay (plus costs).	30/06/2017		Fixture - 8 days on 30/08/2021	Paul Cowey/Alex Summerlee:- ParryField Lawyers, plaintiffs Vanessa Ma:- Duncan Coterill, Defendant	YES	DISCONTINUED 25/08/2021 Ready List Entry Date: 30/05/2020 Fixture Date: 30/08/2021 Estimated Hearing Days: 0.0
CIV-2017-409-000447	Wilson v Lumley General Insurance (N.Z) Limited	General Proceeding	Property at Bassett Street, Burwood. Damaged as a result of the Canterbury earthquake sequence. Policy under Lumley. The plaintiff says the defendant is liable under the policy to the plaintiff for costs incurred to repair or rebuild the home in excess of EQC's liability for full replacement value to allow the plaintiff to remediate the property. The plaintiff seeks a declaration to this effect in addition to judgment for landscaping costs, temporary accommodation, stress payment and costs.	30/06/2017			Grant Smith:- Solicitor for the plaintiffs; and Jai Moss/Arezou Nobari, counsel acting for plaintiffs Caroline Laband/Richard Tosh:- DLA Piper, Defendant	YES	DISCONTINUED 21/11/2018
CIV-2017-409-000442	Yan v IAG New Zealand Limited	General Proceeding	Properties at Riccarton Road, Riccarton. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the defendant has failed/neglected to pay the amount of loss or damage or estimated costs of restoring the business assets to the requisite standard and that the defendant has failed/neglected to adjust the specified sum as recorded in each policy renewal by the relevant consumer price index for each annual renewal. The plaintiffs seek rectification of the policy to provide that the sum insured for the buildings for the periods 1 February 2010- 1 February 2011 and 1 February 2011-1 February 2012 was the 2011 specified sum (plus costs) and judgment for cost of restoring each business asset to the requisite condition (to be quantified at trial) (plus interest and costs).	30/06/2017			Paul Cowey/Alex Summerlee:- ParryField Lawyers, plaintiffs Rob Coltman/Jamin Tomlinson:- Duncan Coterill, Defendant	YES	DISCONTINUED 25/08/2021 Ready List Entry Date: 30/05/2020 Fixture Date: 30/08/2021 Estimated Hearing Days: 8.0
CIV-2017-409-000441	Robeade Holdings Limited v Chubb Insurance New Zealand Limited & Lloyd's of London Limited	General Proceeding	Property at Ferry Road, Christchurch. Damaged as a result of the Canterbury earthquake sequence. Policy under Chubb and Lloyd's of London. The plaintiff says the defendants are in breach of their policy obligations by refusing/failing to pay for the required repair works and to pay for the professional costs. The plaintiffs seek a declaration that each of the defendants are liable to pay to the plaintiff fifty percent of the cost of the repair works and professional fees up to the sum of \$1,798,000 (plus interest and costs).	30/06/2017			G J Ryan:- White Fox & Jones, plaintiff [Awaiting statement of defence]	YES	DISCONTINUED 10/11/2017
CIV-2017-409-000413	Bayley v Vero Insurance New Zealand Limited	General Proceeding	Property at Armagh Street, Christchurch. Damaged as a result of Canterbury earthquake sequence. Policy under Vero. The plaintiffs say the defendant has breached its policy obligations by failing and neglecting to quantify and pay to the plaintiffs the plaintiffs' insurance entitlements under the policy in respect of damage caused to the building. The plaintiffs seek judgment in the sum of \$2,791,100 (plus GST) for material loss (plus interest and costs) from the defendant.	6/06/2017			Simon Johnston and Craig Stevens :- Meares Williams, Plaintiffs Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 16/03/2020

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CIV-2017-409-000398	TBNB Investment Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Beauford Place, Parklands. Damaged in February 2011. Policy under AMI. The plaintiff says the defendant is liable to pay to the plaintiff \$562,228.91 (repair cost less EQC payment) but the defendant has offered to pay a cash settlement of \$187,557.88. The plaintiff says the defendant has breached its obligations. The plaintiff seeks judgment for reinstatement costs of \$562,228.91 (plus interest and costs) or alternatively, a declaration that the defendant is liable to the plaintiff for the cost of reinstating the house to an "as new" condition up to a maximum of \$562,228.91 (plus interest and costs).	9/06/2017			Grant Shand:- Solicitor for the plaintiff D J Friar/M A Powell:- Bell Gully, Defendant	YES	DISCONTINUED 21/05/2018
CIV-2017-409-000397	McCormack v Southern Response Earthquake Services Limited	General Proceeding	Property at Rocking Horse Road, Southshore. Damaged in September 2010 and February 2011. Policy under AMI. The plaintiff says the defendant has failed to make its insurer's election within a reasonable time and has breached its obligations under the policy. The plaintiff seeks judgment for reinstatement costs of \$496,399 (plus damages, interest and costs) or alternatively, declaration that the defendant is liable to the plaintiff for the cost of reinstating the house to an "as new" condition up to a maximum of \$496,399 (plus damages, interest and costs).	9/06/2017			Peter Woods/Lisa Taylor:- Anthony Harper- Solicitor for the plaintiff D J Friar/M A Powell:- Bell Gully, Defendant	YES	DISCONTINUED 07/03/2018
CIV-2017-409-000380	Reed v IAG New Zealand Limited	General Proceeding (Repairs)	Property at Dallington Street, Dallington. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the repairs arranged, managed, approved, supervised and paid for by the defendant fail to meet the standard under the policy and further work is required to reinstate the house to the standard under the policy. The inadequate repairs constitute a breach of the defendant's obligations under the policy. The plaintiffs seek an order that the defendant specifically perform its duties pursuant to the policy by paying the cost to repair the house or alternatively damages in the sum of \$889,138.00 representing the cost to repair the house to the requisite standard (plus interest and costs).	2/06/2017			Mobeena Hills/Andrew Hooker:- Shine Lawyers, plaintiff Paul McGilivray:- Duncan Cotterill, defendant	YES	DISCONTINUED 20/04/2021
CIV-2017-409-000378	Walker v Tower Insurance Limited	General Proceeding	Property at Beachville Road, Redcliffs. Damaged as a result of the Canterbury earthquake sequence. Policy under Tower. The plaintiff says the defendant has breached its obligations by refusing to pay or accept that full replacement cover under the policy is available to the plaintiffs; by electing to make a cash payment only for the indemnity value of the property less the EQC payments received and refusing to pay the value of the building works required to reinstate the property to the requisite standard under the policy. The plaintiffs seek declarations that (pursuant to the assignments) the plaintiffs are entitled to full replacement value under the policy and are not limited to present day value cover only, reimbursement of the plaintiffs, expert fees incurred and general damages (plus costs) or a judgment representing the difference between the full replacement value of the property and the EQC payments received, reimbursement of the plaintiffs, expert fees incurred and general damages (plus costs).	2/06/2017			R J Hargreaves:- Solicitor for plaintiffs; and C R Johnstone, counsel acting for plaintiffs Caroline Laband and Vincent Burns:- DLA Piper, counsel for defendant	YES	DISCONTINUED 23/01/2020
CIV-2017-409-000338	Geerin v Earthquake Commission	General Proceeding	Property at Oxley Avenue, Saint Albans. Damaged in February 2011. Policy under AMI. The plaintiffs say the first defendant has failed to indemnify the plaintiffs as required by Earthquake Commission Act 1993 and has thus breached its obligations. The plaintiffs seek an order that the first defendant pays damages in the sum of \$115,000 less any amounts paid to date and an order that the first defendant pays damages for land damage (plus interest and costs). The plaintiffs say the failure by the second defendant to agree to pay the costs to carry out the works is a breach of its obligations under the policy. The plaintiffs seek an order that the second defendant specifically perform its duties under the Policy by paying the costs when incurred to repair or rebuild the house or alternatively a declaration that the second defendant must pay the costs incurred by the plaintiffs to repair the earthquake damage.	25/05/2017			Mobeena Hills:- Shine Lawyers, plaintiff John night/Sarah Kettant:- Chapman Tripp, First defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 06/05/2019
CIV-2017-409-000334	O'Hara-Safanov v Earthquake Commission	General Proceeding	Property at Port Hills Road, Heathcote. Damaged in September 2010 and February 2011. The plaintiff says the defendant has failed/refused to settle the plaintiff's claim by payment or reinstatement to the extent liable under Earthquake Commission Act 1993. The plaintiff seeks a declaration that the natural disaster damage to the land needs to be addressed, judgment in the sum of the current cost to repair the plaintiff's land (plus interest and costs) or a declaration that the defendant is liable to pay the cost of repair to remediate the land and judgment in the sum of the cost to remediate the land (plus interest and costs).	23/05/2017			Plaintiff self-represented John Knight:- Counsel for first defendant	YES	DISCONTINUED 27/05/2019
CIV-2017-409-000323	Campbell v FMG Insurance Limited	General Proceeding	Property at 104 Aorangi Road, Bryndwr. Damaged in September 2010 and February 2011. Policy under FMG. The plaintiffs say the defendant has failed/refused to meet its policy obligations by failing to pay a valid claim within a reasonable time and has failed/refused to meet its obligations under the Fair Insurance Code by failing to settle all valid claims quickly and fairly. The plaintiffs seek judgment for \$414,851.41 (plus interest and costs) or a declaration that the defendant is liable to pay to the plaintiffs the cost of remedialing the house to an as new condition up to a maximum of \$414,851.44 (plus interest and costs).	19/05/2017			Grant Shand:- Solicitor for the plaintiffs Peter Leman/Matthew Booth:- DLA Piper, counsel for defendant	YES	DISCONTINUED 12/08/2019
CIV-2017-409-000315	Crosland and Whiteman v Earthquake Commission (Discontinued) and IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Rookwood Avenue, New Brighton. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the repairs carried out by the first defendant are inadequate and the house still requires the rebuilding of its foundations. The plaintiffs seek judgment for \$170,679.51 (plus damages, interest and costs) from the first defendant. The plaintiffs say the second defendant breached its obligations under the policy by offering to pay the plaintiffs nothing to settle their claim. The plaintiffs seek a declaration that the second defendant is liable to pay to the plaintiffs up to \$429,320.49 to remediate the damage or a judgment for reinstatement costs of \$429,320.49 (plus interest and costs).	12/05/2017			Grant Shand:- Solicitor for the plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Laura McLoughlin-Ware: Duncan Cotterill, second defendant	YES	DISCONTINUED 29/05/2019

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CIV-2017-409-000310	Counihan v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Woodham Road, Linwood. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant has failed/refused to make any payment to the plaintiffs to enable them to rebuild or repair their home. The plaintiffs seek judgment for \$113,850 (plus damages, interest and costs) from the first defendant. The plaintiffs say the second defendant has failed/refused to make any payments to the plaintiffs. The plaintiffs seek judgment for the cost to reinstate the house less the first defendant's liability or a declaration that the second defendant is liable to pay to the plaintiffs the full replacement cost of rebuilding the home to an as new condition (less the first defendant's liability) plus landscaping, alternative accommodation, stress payment, damages, interest and costs from the second defendant.	12/05/2017			Jared Higby, St Asaph Chambers, plaintiffs Nathaniel Walker, Russell McVeagh, for first defendant Catherine Jamieson:- Young Hunter, second defendant	Yes	DISCONTINUED 25/06/2019
CIV-2017-409-000301	Nadan v Earthquake Commission & IAG	General Proceeding	Property at Cobham Street, Spreydon. Damaged in September 2010 and February 2011. Policy under Lumley. The plaintiffs say the first defendant have failed to indemnify the plaintiffs in relation to the house. The plaintiffs seek an order the first defendant pay damages in the sum of \$115,000 per earthquake (plus damages, interest and costs). The plaintiffs say the second defendant has breached its obligations under the policy by failing to agree to pay to reinstate the property to the standard required under the policy. The plaintiffs seek an order that the second defendant specifically perform its duty pursuant to the policy by paying the costs when incurred or a declaration that the second defendant must pay the cost of repairing the house (plus interest and costs).	10/05/2017			Andrew Hooker/Mobeena Hills:- Shine Lawyers, plaintiff Chris Hlavac:- Young Hunter, second defendant	YES	DISCONTINUED 12/06/2019
CIV-2017-409-000299	Janssens v IAG New Zealand Limited	General Proceeding	Property at Seafeld Place, New Brighton. Damaged in February 2011 and June 2011. Policy under IAG. The plaintiff says the defendant has breached its policy obligations by failing to agree to pay to reinstate the property to the standard required by the policy. The plaintiff seeks an order that the defendant specifically perform its duties under the policy by paying the costs when incurred to repair/rebuild the house to the policy standards or a declaration that the defendant must pay the cost of repairing the house (plus interest, and costs).	10/05/2017			Mobeena Hills:- Shine Lawyers, plaintiff Peter Leman/Jeremy Thomson:- DLA Piper, Defendant	YES	DISCONTINUED 30/08/2018
CIV-2017-409-000295	Pucia v Earthquake Commission (Discontinued) and Tower Insurance Limited	General Proceeding	Property at Hoon Hay Road, Hoon Hay. Damaged in February 2011. Policy under Tower. The plaintiffs say the first defendant is liable to pay to the plaintiff \$112,045.93 for dwelling related payments and the first defendant has failed/refused to make the payment. The plaintiffs seek judgment for \$112,045.93 (plus damages, interest and costs) from the first defendant. The plaintiffs say the second defendant has failed/refused to meet its obligations under the policy by not making full payment(s) to the plaintiffs to settle the house claim. The plaintiffs seek \$569,841.39 (plus damages, interest and costs) from the second defendant or alternatively a declaration that the second defendant is liable to pay to the plaintiffs \$569,841.39 (plus damages, interest and costs).	9/05/2017			Grant Cameron, GCA Lawyers:- solicitor for plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Matthew Harris/Sarah Alawi:- Gilbert Walker, second defendant	YES	DISCONTINUED 06/11/2019
CIV-2017-409-000290	Burridge & Davies v Southern Response Earthquake Services Limited	General Proceeding	Property at Fifield Terrace, Opawa. Damaged in September 2010 February 2011. Policy under AMI. The plaintiffs say the defendant has failed/refused to meet its obligations under the policy by proposing a remediation strategy that does not remediate the house to an as new condition. The plaintiffs seek judgment for \$646,222 for remedial costs (plus damages, interest and costs). Alternatively, the plaintiffs seek a declaration that the defendant is liable to pay to the plaintiffs the cost of remediating the house to an as new condition up to a maximum of \$646,222 (plus damages, interest and costs).	5/05/2017			Grant Shand:- solicitor for plaintiffs Emily Walton:- Wynn Williams, counsel for defendant	YES	DISCONTINUED 19/09/2018
CIV-2017-409-000289	Waghorn v Southern Response Earthquake Services Limited	General Proceeding	Property at Landy Drive, Dallington. Damaged in September 2010 and February 2011. Policy under AMI. The plaintiff says the defendant is in breach of its policy obligations as the defendant's proposed remediation strategy does not remediate the house to an as new condition. The plaintiff seeks \$807,573 for remedial costs and general damages of \$25,000 (plus interest and costs). Alternatively the plaintiff seeks a declaration that the defendant is liable to pay to the plaintiff the cost of remediating the house to an as new condition up to a maximum of \$807,573 (plus damages, interest and costs).	5/05/2017			Grant Shand:- solicitor for plaintiffs Peter Leman:- DLA Piper, solicitor for the defendant	YES	DISCONTINUED 15/11/2017
CIV-2017-409-000248	Hepburn v Earthquake Commission	General Proceeding	Property at Kellys Road, Mairehau. Damaged in February 201. Policy under Tower. Plaintiffs were assigned all rights under the insurance claim with EQC from previous owners. The plaintiffs say the first defendant's scope of works did not remediate the house to the standard required by Earthquake Commission Act 1993 and that the first defendant has failed and/or refused to make the full physical payment to the plaintiffs. The plaintiffs seek \$113,850 (plus interest and costs) from the first defendant. The plaintiffs say the second defendant failed and/or refused to meet its obligations under the policy by failing to offer the plaintiffs anything to settle the claim (in addition to other omissions). The plaintiffs seek \$650,301.94 for reinstatement costs (plus interest and costs), or alternatively, a declaration that the second defendant is liable to pay to the plaintiffs the cost of reinstating the house up to a maximum of \$650,301.94 (plus interest and costs).	19/04/2017			Grant Shand:- solicitor for plaintiffs Nathaniel Walker, Russell McVeagh, first defendant :- DLA Piper, counsel for second defendant (discontinued 02/10/2019)	YES	DISCONTINUED 03/12/2019
CIV-2017-409-000246	Sopoaga v Earthquake Commission	General Proceeding	Property at Yarmouth Street, Aranui. Damaged as a result of the Canterbury earthquake sequence. Policy under IAG. The plaintiffs say the first defendant has failed and/or refused to make any payments to the plaintiffs. The plaintiffs seek \$227,700 and general damages of \$25,000 (plus interest and costs) from the first defendant. The plaintiffs say the second defendant has breached its policy by failing and/or refusing to make any payments to the plaintiff (in additions to other actions and omissions amounting to a breach of the policy) and that the second defendant has breached its obligations under the Fair Insurance Code 2016. The plaintiffs seek \$580,824.53, or a declaration that the second defendant is liable to pay the full replacement costs of rebuilding the home (plus stress payment, alternative accommodation, landscaping, damages, interest and costs) against the second defendant.	13/04/2017			Grant Smith:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs Chris Hlavac:- Young Hunter, counsel for second defendant	YES	DISCONTINUED 21/02/2019

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CIV-2017-409-000245	Bonney v Earthquake Commission and Lumley (Discontinued)	General Proceeding	Property at Dunoon Place, Woolston. Damaged as a result of the Canterbury Earthquake sequence. Policy under Lumley General Insurance (NZ) Limited. The plaintiffs say the first defendant's repair strategy does not remediate the home to the standard required by Earthquake Commission Act 1993. The plaintiff seeks \$113,850 (less the amounts already paid or as adjusted after expert appointment and/or expert costing analysis) (plus damages, interest and costs) from the first defendant. The plaintiff says the second defendant has breached its policy by failing and/or refusing to make any payment to reinstate the earthquake damage to the home (in addition to other actions and omissions amounting to a breach of the policy). The plaintiff seeks judgment for costs to reinstate the home, or a declaration that the second defendant is liable to pay to the plaintiff the full replacement costs of rebuilding the home. Alternatively, the plaintiff seeks a declaratory judgment to carry out investigations and repair works to the home (plus interest and costs).	13/04/2017			Grant Smith:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs [First defendant discontinued] Aaron Sherriff:- Duncan Cotterill, counsel for second defendant	YES	DISCONTINUED 05/06/2018
CIV-2017-409-000241	Taylor v Earthquake Commission and Southern Response Earthquake Services Limited	General Proceeding	Property at Connermara Drive, Northwood. Damaged in February 2011. Covered under an AMI policy. Plaintiffs were assigned all rights under the insurance claim with EQC from previous owners. The plaintiff says the first defendant has not made full payment to the plaintiffs or previous owners. The plaintiffs seek \$113,535.77 (plus interest and costs) from the first defendant. The plaintiffs say the second defendant has failed and/or refused to meet its obligations under the Fair Insurance Code by failing to settle the claims fairly and quickly. The plaintiffs seek \$535,000 (plus interest and costs) from the second defendant.	13/04/2017			Grant Shand:- solicitor for plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Peter Leman/Kerry Moor:- Counsel for second defendant	YES	DISCONTINUED 08/08/2019
CIV-2017-409-000232	Wright v Earthquake Commission	General Proceeding	Property at Mackworth Street, Linwood. Damaged in September 2010 and February 2011. Covered under an AMI policy. The plaintiffs say the first defendant has failed to indemnify the plaintiffs as required by Earthquake Commission Act 1993 and the failure to restore the house as required is a breach of its statutory obligations. The plaintiffs seek an order that the first defendant pay damages of \$115,000 per earthquake (plus interest, and costs). The plaintiffs say the second defendant breach its obligations under the policy by failing to agree to pay the requisite costs to the plaintiffs. The plaintiffs seek an order that the second defendant specifically perform its duties, or, alternatively, a declaration that the second defendant must pay the cost incurred by the plaintiffs to repair the earthquake damage (according to the scope of repairs) and general damages (plus interest, damages and costs).	11/04/2017			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs John Knight:- Chapman Tripp, Counsel for first defendant Caroline Laband:- DLA Piper, Counsel for second defendant	YES	DISCONTINUED 05/11/2018
CIV-2017-409-000218	Patronus Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Wilsons Road, St Martins. Damaged in September 2010 and February 2011. Covered under an AMI policy. The plaintiff says the defendant has breached its obligations to the plaintiff by failing to agree to pay the costs for the repair or rebuild of the house. The plaintiff seeks an order that the defendant specifically perform its duties by agreeing to pay the costs when incurred or rebuild the house, or alternatively, a declaration that the defendant must pay the costs incurred by the plaintiff to repair the damage (plus interest and costs).	7/04/2017			Grant Smith:- solicitor for plaintiffs and Jai Moss, counsel acting for plaintiffs Emily Walton/Dylan Pine:- Wynn Williams, defendants	YES	DISCONTINUED 03/11/2017
CIV-2017-409-000217	Van Vuuren v Southern Response Earthquake Services Limited	General Proceeding	Property at De Courcy Place, Avondale. Damaged in February 2011. Covered under an AMI policy. The plaintiffs say the defendant has breached its obligations to the plaintiffs by failing to pay to the plaintiffs the economic cost of reinstating the house (less EQC's payment). The plaintiffs seek, pursuant to two causes of action, judgment for reinstatement costs of \$1,163,866.00 (plus damages, interest and costs) or alternatively, a declaration that the defendant is liable to pay to the plaintiffs the full replacement cost of reinstating the house to its 'as new' condition up to a maximum of \$1,163,866.00 (plus damages, interest and costs).	7/04/2017			Grant Shand:- solicitor for plaintiffs Emily Walton:- Wynn Williams, defendant	YES	DISCONTINUED 19/09/2018
CIV-2017-409-000211	Gale v Southern Response Earthquake Services Limited	General Proceeding	Property at Retreat Road, Avonside. Damaged in September 2010, February 2011 and June 2011. Covered under an AMI policy. The plaintiff says the settlement sum offered by the defendant is a breach of the defendant's obligations as the sum does not remediate the house to an 'as new' condition. The plaintiff seeks a declaration that the defendant is liable to pay to the plaintiff up to a maximum of \$1,222,967.74 to remediate the damages (plus damages, interest and costs). Alternatively, the plaintiff seeks judgment for reinstatement costs of \$1,222,967.74 (plus damages, interest and costs).	31/03/2017			Grant Shand:- solicitor for plaintiffs David Friar/Olivia de Pont- solicitors for the defendant	YES	DISCONTINUED 22/02/2018
CIV-2017-409-000207	Hong v Southern Response Earthquake Services Limited	General Proceeding	Property at Overdale Drive, Cashmere. Damaged in September 2010 and February 2011. Covered under an AMI policy. The plaintiffs say the defendant has breached its obligations by offering to settle the plaintiffs' claim based on a remedial strategy and costing that does not repair the house to an 'as new' condition and does not appropriately indemnify the plaintiffs. The plaintiffs seek, pursuant to two causes of action, judgment for \$1,000,438.10 for repair (plus damages, interest and costs) from the defendant or alternatively, a declaration that the defendant is liable to pay to the plaintiffs the cost of the repair to an 'as new' condition up to a maximum of \$1,000,438.10 (plus damages, interest and costs).	30/03/2017			Grant Shand:- solicitor for plaintiffs Peter Leman/Charlotte Duncan:- DLA Piper, solicitor for the defendant	YES	DISCONTINUED 29/05/2018
CIV-2017-409-000206	Haidar v Earthquake Commission (Discontinued) and IAG New Zealand Limited	General Proceeding	Property at Marshland Road, Shirley. Damaged in September 2010 and February 2011. Covered under an IAG policy. The plaintiffs say the repair works completed by the first defendant are worthless and the house requires (at least) the rebuilding of its foundation for which the first defendant has refused to make the necessary physical payment to the plaintiffs. The plaintiffs seek judgment for \$185,626.88 (plus interest, damages and costs) from the first defendant. The plaintiffs say the second defendant has failed to meet its obligations under the policy by not offering to pay the plaintiffs anything to settle their house claim. The plaintiffs seek judgment for \$537,517.10 (plus damages, interest and costs) against the second defendant. In the alternative, the plaintiffs seek a declaration that the second defendant is liable to pay the plaintiffs the costs to restore the house to a condition as nearly as possible equal to its condition when new up to a maximum of \$537,517.10 (plus damages, interest and costs)	28/03/2017			Grant Shand:- solicitor for plaintiffs Chris Hlavac:- counsel for second defendant	YES	DISCONTINUED 28/08/2019

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2017-409-000157	Oakes v Earthquake Commission and Tower	General Proceeding	Property at Birchfield Avenue, Dallington. Damaged in 4 September 2010 and 22 February 2011 earthquakes. Policy under Tower. The plaintiffs say the repairs carried out by EQC are worthless and the house still requires (at least) the rebuilding of its foundation and that the first defendant is liable to pay to the plaintiffs the amount it would have cost to reinstate the property at the time of the occurrence of each event and the first defendant has refused/failed to make the payment to the plaintiffs. The plaintiffs seek judgment for \$159,169.63 for remediation costs and \$50,000 for general damages (plus interest and costs) from the first defendant. The plaintiffs say the second defendant has failed to meet its obligations under the policy by not offering to pay the plaintiffs anything to settle their house claim. The plaintiffs seek judgment for \$296,996.63 for remediation costs and \$50,000 for general damages (plus interest and costs) from the second defendant. Alternatively, the plaintiffs seek a declaration that the second defendant is liable to pay these costs to the plaintiffs.	14/03/2017			Grant Shand:- Solicitor for plaintiffs John Knight:- Chapman Tripp, counsel for first defendant (DISCONTINUED) Martin Smith:- Gilbert Walker, counsel for second defendant	YES	DISCONTINUED 11/07/2018
CIV-2017-409-000150	Mt Vision Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Gloucester Street, Christchurch Central. Covered under an AMI policy. Damaged in September 2010, February 2011 June 2011. The plaintiff says no dwelling related payments have been received from the defendant. The plaintiff seeks a declaration that the defendant is liable to pay to the plaintiffs the cost to reinstate the house up to a maximum of \$325,000 (plus interest and costs), or alternatively, judgment for remediation costs of \$325,000 (plus interest and costs).	8/03/2017			Grant Shand:- solicitor for plaintiffs Emily Walton:- Wynn Williams, counsel for defendant	YES	DISCONTINUED 19/07/2017
CIV-2017-409-000149	Carroll v IAG New Zealand Limited	General Proceeding	Property at Randall Street, Richmond. Covered under an IAG policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has refused to meet its obligations under the policy. The plaintiff seeks \$1,081,792.70, (plus damages, interest and costs).	8/03/2017			Grant Shand:- solicitor for plaintiffs Bridget Read:- Counsel for defendant	Yes	DISCONTINUED 28/11/2018
CIV-2017-409-000146	Frank v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding (Repairs)	Property at Defoe Place, Waltham. Covered under a Tower policy. Damaged in February 2011. The plaintiff says the first defendant has breached its obligations under Earthquake Commission Act 1993 as it has failed to indemnify the plaintiff as required by the Act in relation to the house. The plaintiff seeks an order that the first defendant pay damages in the sum of up to \$115,000 (per earthquake) (plus interest and costs). The plaintiff says the second defendant's failure to pay the costs to carry out the repair work is a breach of its obligations under the policy. The plaintiff seeks an order that the second defendant specifically perform its duties by paying the costs when incurred to repair or rebuild the house, or alternatively, a declaration that the second defendant must pay the costs incurred by the plaintiff to repair the earthquake damage (plus interest and costs).	9/03/2017			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs John Knight:- Chapman Tripp:- Counsel for first defendant David Friar:- Bell Gully, Counsel for second defendant	YES	DISCONTINUED 24/05/2019
CIV-2017-409-000145	Hay v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Pamir Street, Mairehau. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant has failed to indemnify the plaintiffs as required by Earthquake Commission Act 1993 and that, by failing to restore the house as required, it has breached its obligations. The plaintiffs seek an order for \$115,000 (plus interest and costs). The plaintiffs say the second defendant breached its obligations under the policy by failing to agree to pay costs. The plaintiffs seek an order that the second defendant specifically performs its duties under the policy by paying the costs when incurred for repair or rebuild, or alternatively, a declaration that the second defendant must pay costs incurred by the plaintiffs to repair the earthquake damage (plus damages, interest and costs).	9/03/2017			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs John Knight:- Chapman Tripp:- Counsel for first defendant Emily Walton:- Wynn Williams:- Counsel for second defendant	YES	DISCONTINUED 07/12/2018
CIV-2017-409-000144	Dray v Earthquake Commission & Tower Insurance Limited (Discontinued)	General Proceeding (Repairs)	Property at Defoe Place, Waltham. Damaged in February 2011. Policy under Tower. The plaintiff says the first defendant has failed to indemnify the plaintiff as required by Earthquake Commission Act. The plaintiff seeks an order that the first defendant pay damages of \$115,000 per earthquake (plus interest and). The plaintiff says the defendant breached its obligations under the Policy by failing to agree to pay costs to carry out repair works. The plaintiff seeks an order that the second defendant specifically perform its duties by paying the costs when incurred to repair or rebuild the house. Alternatively, the plaintiff seeks a declaration that the second defendant must pay the cost incurred by the plaintiff to repair the earthquake damage according to the scope of repairs (plus interest and costs).	9/03/2017			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs Nathaniel Walker, Russell McVeagh, Counsel for first defendant David Friar:- Bell Gully, Counsel for second defendant	YES	DISCONTINUED 29/08/2019
CIV-2017-409-000126	Moritzen v Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Flemington Avenue, New Brighton. Covered under an AMI policy. Damaged in unspecified earthquakes. The plaintiffs say the defendant breached and continues to breach the policy by maintaining that repair of the property is possible and economical as it has failed to accept the plaintiffs' right to elect whether to rebuild a new home, purchase another home or receive a cash payment. The plaintiffs seek a declaration that the plaintiffs are entitled to rebuild the property to a condition as similar as possible to new and that the defendant must pay costs incurred for such a rebuild, including costs for temporary accommodation and storage. The plaintiffs further seek any ancillary declaration the Court deems just as to any identified differences between the parties regarding scope of works required to rebuild the property and judgments for professional fees incurred by the plaintiffs (plus interest and incidental costs).	27/02/2017			Jai Moss:- Counsel for the plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 13/11/2018
CIV-2017-409-000121	Morrison v Vero Insurance New Zealand Limited	General Proceeding	Property at Heathcote Street, Woolston. Covered under a Vero policy. Damaged on unspecified dates. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiff seeks the cost to completely remediate all of the damage to the property (not yet quantified but inclusive of damages and costs) from the defendant.	21/02/2017			Anthony Morrison:- self-representing plaintiff Peter Hunt/Suzanne Casey:- McElroys, Counsel for defendant	YES	DISCONTINUED 20/03/2019
CIV-2017-409-000118	Body Corporate 377754 v AIG Insurance New Zealand Limited	General Proceeding	Property at Ferry Road, Woolston. Covered under an AIG policy. Damaged in September 2010, December 2010, February 2011, June 2011 and December 2011. The plaintiff says the defendant has not taken sufficient steps to settle the claim. The plaintiff seeks the cost to remediate all of the damage to the property (not yet quantified but inclusive of interest and costs) from the defendant.	21/02/2017			Glen Ryan and Stuart Stock, White Fox & Jones, Plaintiff Anthony Holden:- DAC Beachcroft, Defendant	YES	DISCONTINUED 11/09/2020
CIV-2017-409-000117	Penfield Properties Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Sir William Pickering Drive, Burnside. Covered under a Vero policy. Damaged in February 2011. The plaintiff says the defendant has denied liability and has not taken sufficient steps to settle the claim. The plaintiff seeks the cost to completely remediate the damage to the property (not yet quantified but inclusive of damages, interest and costs) from the defendant.	21/02/2017			Brian Burke:- Harmans, Plaintiff Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 20/12/2018

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CIV-2017-409-000116	William Francis Ginivan and Brett William Reid as trustees of The Gift Trust v Southern Response Earthquake Services Limited	General Proceeding	Property at Thorington Road, Cashmere. Covered under an AMI policy. Damaged in February 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiffs seek the cost to remediate the damage to the property (not yet quantified but inclusive of interest and costs) from the defendant.	21/02/2017		Fixture, 10 days on 27/05/2024	Glenn Cooper:- Cavell Leitch, Plaintiffs David Friar:- Bell Gully, Defendant	NO	Ready List Entry Date: 05/09/2022
CIV-2017-409-000113	Champion v IAG New Zealand Limited	General Proceeding	Property at Mays Road, Saint Albans. Covered under an ASB policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$1,462,704.73 (plus alternative accommodation, landscaping, damages and costs) from the defendant.	20/02/2017			Grant Shand:- Plaintiffs Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 06/07/2020
CIV-2017-409-000112	Wrights Venture Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Sturrocks Road, Redwood. Covered under a Vero policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the first defendant breached its policy obligations by failing to agree to indemnify the plaintiff according to the policy per earthquake. The plaintiff seeks specific performance by the defendant to pay the costs incurred to reinstate or restore the property up to the sum insured per earthquake event (including interest, costs and any further relief).	22/02/2017			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs Catherine Jamieson:- Young Hunter, counsel for the defendant	YES	DISCONTINUED 17/10/2017
CIV-2017-409-000111	Renicarl Limited v Earthquake Commission & FMG Insurance Limited	General Proceeding	Property at Quinns Road, Shirley. Covered under a FMG insurance policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says that the repairs undertaken by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	21/02/2017			Grant Smith:- solicitor for plaintiffs; and Jai Moss/Arezou Nobari/Gary Davis, counsel acting for plaintiffs John Knight:- Chapman Tripp, counsel for the first defendant Peter Leman:- DLA Piper, Solicitor for the second defendant (Discontinued)	YES	DISCONTINUED 05/12/2017
CIV-2017-409-000110	Young v The Attorney General	General Proceeding	Property at Main Road, Redcliffs. The plaintiff says the Attorney-General, on behalf of Her Majesty the Queen, as owner of land directly above the plaintiff's property has breached the duty of care owed to the plaintiff to prevent wrongful interference with the enjoyment of the plaintiff's land by not remediating the part of the cliff owned by the defendant. The plaintiff seeks: an injunction, or a declaration, requiring the defendant to remediate the risk of rock fall/or cliff collapse, to the standard required to remove the access restriction imposed by section 45 of the previous Canterbury Earthquake Recovery Act 2011 (which remains in force under sections 87 and 88 of the Greater Christchurch Regeneration Act 2016); removal of the rock fall and debris already fallen onto the plaintiff's property, or, damages (not yet quantified but including loss of rent, general damages of \$25,000, interest and costs).	21/02/2017		Fixture - 5 days - after 29/06/2019	Ngaire Smith:- solicitor for plaintiffs; and Jai Moss, Plaintiffs Ken Stephen/Rosa Polaschek:- Crown Law, Defendant	YES	JUDGMENT - DEFENDED HEARING 11/03/2021
CIV-2017-409-000104	STYD Investments Limited v QBE Insurance (International) Limited	General Proceeding	Property at Maces Road, Bromley. Covered under a QBE policy. Damaged in February 2011, June 2011 and November 2016. The plaintiff says the defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$4,938,357 (plus lost rent, costs and emergency repairs) from the defendant.	21/02/2017			Andrea Sumner:- Cameron & Company, Plaintiff Craig Langstone:- Fee Langstone, Defendant	YES	DISCONTINUED 28/11/2018
CIV-2017-409-000103	Argus Heating Limited v QBE Insurance (International) Limited	General Proceeding	Property at Maces Road, Bromley. Covered under a QBE policy. Damaged in February 2011 and June 2011. The plaintiff says the defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$929,167 (plus costs) from the defendant.	21/02/2017			Andrea Sumner:- Cameron & Company, Plaintiff Bradley Acorn:- Fee Langstone, Defendant	YES	DISCONTINUED 11/09/2018
CIV-2017-409-000096	Brooking v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Mackenzie Avenue, Woolston. Covered under an IAG policy. Damaged in September 2010 and February 2011. The plaintiff says the repair works did not remediate the house to the standard required under Earthquake Commission Act 1993 and the first defendant is liable to pay the plaintiffs \$230,000 (less excess) which the first defendant has failed/refused to make. The plaintiff seeks \$227,700 (plus damages, interest and costs). The plaintiff says the second defendant has not met its obligations under the policy by not settling the plaintiff's house claim. The plaintiff seeks \$370,000 from the second defendant (plus damages, interest and costs).	22/02/2017			Grant Shand:- solicitor for plaintiffs Nathaniel Walker, Russell McVeagh, first defendant	YES	DISCONTINUED 10/06/2019
CIV-2017-409-000093	Velenski v IAG New Zealand Limited & Earthquake Commission	General Proceeding	Property at Anvers Place, Hoon Hay. Covered under a State policy. Damaged in February 2011 and June 2011. The plaintiffs say the first defendant's repair strategy is insufficient to completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$115,000 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost to remediate the damage (not yet quantified but inclusive of interest and costs) from the second defendant.	16/02/2017			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs Catherine Jamieson:- Young Hunter, counsel for the second defendant Marcel Lister, Chapman Tripp:- first defendant	YES	DISCONTINUED 22/02/2019
CIV-2017-409-000084	Gower v Southern Response Earthquake Services Limited	General Proceeding	Property at Westminster Street, St Albans. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiffs seek an order that the defendant specifically perform its duties pursuant to the insurance policy by paying the difference between the maximum payable by Earthquake Commission and the amount payable under the policy (not yet quantified but inclusive of damages, interest and costs).	13/02/2017			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs Caroline Hallday/Caroline Laband:- Defendant	YES	DISCONTINUED 11/06/2018
CIV-2017-409-000072	Sadat v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Cyclamen Place, Halswell. Covered under an AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the first defendant's repair strategy is insufficient to completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$324,039 (plus damages, interest and costs) from the defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	10/02/2017			Grant Smith:- solicitor for plaintiffs; Jared Higby:- counsel for plaintiffs John Knight:- Chapman Tripp, counsel for first defendant Emily Walton:- Wynn Williams, Counsel for the second defendant	YES	DISCONTINUED 28/01/2019
CIV-2017-409-000063	Hansen v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Charlesworth Street, Woolston. Covered under an AMI policy. Damaged in unspecified earthquakes. The plaintiff says the first defendant's scope of works and repair strategy will not repair the property to the standard required by Earthquake Commission Act 1993 and that the second defendant has failed to settle the claim in full. The plaintiff seeks \$455,400 or other such sum deemed to be in fulfillment of the first defendant's liability by the parties (plus damages, interest and costs). The plaintiff seeks a declaration that the second defendant is liable to pay to the plaintiff the full replacement cost (less the first defendant's liability) of reinstating the property; a declaratory judgment for some repair works (plus interest and costs). In the alternative, the plaintiff says the second defendant has waived the right to reinstate the property itself and seek a judgment for the cost to reinstate the house including GST, professional fees, demolition and debris removal (less than the first defendant's liability) (plus interest and costs).	9/02/2017			self -represented - plaintiffs John Knight:- Chapman Tripp, Counsel for first defendant Peter Leman:- DLA Piper, Counsel for second defendant	YES	DISCONTINUED 24/05/2019

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CIV-2017-409-000058	Newlove v Earthquake Commission (Discontinued) & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Strickland Street, Sydenham. Covered under a Lumley policy. Damaged in February 2011 and June 2011. The plaintiff says the first defendant has failed to indemnify the plaintiff as required by Earthquake Commission Act 1993 and the plaintiff has suffered loss. The plaintiff seeks an order that the first defendant pay damages in the sum of up to \$115,000 per earthquake (including interest, damages and costs). The plaintiff says the failure by the second defendant to pay costs in relation to the property is a breach of its obligations under the policy and the plaintiff has suffered loss as a result. The plaintiff seeks an order that the second defendant specifically perform its duty under the policy by paying the due amount or alternatively, a declaration that the second defendant must pay the cost of repairing the house (plus interest and costs).	8/02/2017			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Simon Connolly:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 12/08/2020
CIV-2017-409-000057	Ross v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Barrington Street, Spreydon. Covered under a Lumley Policy. Damaged in September 2010 and February 2011. The plaintiff says the failure by the defendant to pay the costs in relation to the property is a breach of its obligations under the policy. As a result, the plaintiff claims to have suffered loss being the difference between Earthquake Commission maximum and the amount payable under the policy. The plaintiff seeks an order that the defendant specifically perform its duty under the policy by paying the due amount or alternatively, a declaration that the defendant must pay the cost of repairing the house (plus interest and costs).	8/02/2017			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiff Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 01/05/2018
CIV-2017-409-000056	Harvey & W F Trustees 2016 Limited v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding (Repairs)	Property at Stratford Street, Merivale. Covered under an IAG policy. Damaged in September 2010, December 2010, February 2011, June 2011 and December 2011. The plaintiffs say the repairs carried out by the first defendant did not reinstate the property to the standard required by Earthquake Commission Act 1993. The plaintiffs seek a declaration that the first defendant is liable to pay to the plaintiffs the cost of completing the required repair works, and such other works as may be required, in an amount up to its maximum liability under Earthquake Commission Act (plus interest and costs). The plaintiffs also seek a declaration that the second defendant is liable to pay to the plaintiffs the cost of completing the required repair works, less the first defendant's liability (not yet quantified but inclusive of interest and costs).	7/02/2017			Glen Ryan:- White, Fox and Jones- Counsel for plaintiffs Nathaniel Walker, Russell McVeagh, first defendant Bridget Read:- Young Hunter, second defendant	YES	DISCONTINUED 31/03/2020
CIV-2017-409-000045	Lincoln University v Vero Insurance New Zealand Limited v AIG Insurance New Zealand Limited	General Proceeding	Two groups of buildings on the property at Ellesmere Junction Road, Lincoln (Lincoln University). Covered under Vero, AIG, Zurich Australian Insurance Limited, QBE Insurance (Australia) Limited, Chubb Insurance New Zealand Limited and IAG policy. Damaged in September 2010. Two separate causes of action including damage to property and business interruption. The plaintiff says the defendants breached the policy by failing to indemnify the plaintiff for estimated costs and expenses of \$96,126,145 and as a result, the plaintiff suffered significant financial losses. With respect to the first cause of action, the plaintiff seeks: 1) declarations that the defendants must each indemnify the plaintiff for their respective proportion of the plaintiff's cost of replacing one group of the properties to the sum of not less than \$89,289,670 and that the defendants must each indemnify the plaintiff for their respective proportion of the plaintiff's cost of restoring the other group of the properties to the sum of \$96,126,146 and cost of reinstating one group of the buildings on an indemnity basis in damages to the sum of \$21,292,541 (to be apportioned between each defendant). In the alternative, damages of \$96,126,146 (divided by each defendant); Payment of reinstatement costs already incurred in damages to the sum of \$14,573,333 (to be apportioned between each defendant); the indemnity value of one of the group of buildings in damages to the sum of \$11,795,956 (to be divided between each defendant) or in the alternative damages of \$89,289,679 (divided by each defendant). The plaintiff also seeks interest and costs. With respect to count two, the plaintiff seeks damages for business interruption to the sum of \$13,744,777 (to be divided between each defendant). The plaintiff also seeks interest and costs.	1/02/2017			Frazer Barton/Simon Munro:- Anderson Lloyd:- solicitor for plaintiff; Simon Ladd/Jesse Wilson:- Bell Gully, Counsel for the defendants	YES	DISCONTINUED 06/05/2019
CIV-2017-409-000044	Jarman v Earthquake Commission v Southern Response Earthquake Services Limited	General Proceeding	Property at Mauger Drive, Heathcote. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant's repair strategy is insufficient to completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$224,292.00 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	31/01/2017			Noor Hamid/Jared Higby:- counsel for plaintiffs John Knight:- Chapman Tripp, counsel for the first defendant Caroline Laband:- DLA Piper, counsel for second defendant	YES	DISCONTINUED 29/05/2019
CIV-2017-409-000026	Campbell & Russell v Earthquake Commission (Discon) & IAG New Zealand Limited	General Proceeding	Property at Edgeware Road, Edgeware. Covered under a BNZ policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant's repair strategy is insufficient to completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$192,547.50 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping, accommodation, stress payment, interest and costs) from the second defendant.	24/01/2017			Grant Smith:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- counsel for plaintiffs John Knight:- Chapman Tripp, counsel for the first defendant Peter Leman:- DLA Piper, counsel for second defendant	YES	DISCONTINUED 21/02/2019
CIV-2017-409-000018	Doig v Tower Insurance Limited	General Proceeding	Property at Beachville Road, Redcliffs. Covered under a Tower policy. Damaged in unspecified earthquakes. The plaintiffs say the defendant is in breach of its policy and its duty to the plaintiff for the unreasonable delay in paying out the indemnity under the Policy and by refusing to acknowledge an entitlement to the replacement value. The plaintiffs seek an order that the defendant pay to the plaintiffs compound interest on the indemnity payment for the period 1 January 2012 - 30 November 2016, a declaration that they defendant must pay to the plaintiffs the full replacement value under the policy including reasonable experts fees in respect of rebuilding and the costs of demolition and the removal of debris and an order that the defendant assess the full replacement value and the plaintiffs entitlement under the policy fairly, reasonably and evenly (plus costs).	19/01/2017			Stephen Rennie/Anna Whalan:- counsel for plaintiff :- DLA Piper, counsel for the defendant	YES	JUDGMENT - DEFENDED HEARING 05/12/2017 COURT OF APPEAL MILESTONES: CA37/18 Filed 24/1/18 Dismissed 11/4/19

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CIV-2017-409-000017	Certified Properties Limited v QBE Insurance International Limited	General Proceeding	Property at Maces Road, Christchurch. Covered under a QBE policy. Damaged in February 2011 and June 2011. The plaintiff says the defendant denied the plaintiff the right of reinstatement under the insurance policy which was assigned to the plaintiff; the defendant has failed to settle the claim fairly and the remediation works which have been done to two buildings on the property failed to reinstate the buildings to the policy standard. The plaintiff seeks a declaration that as the assignee, the plaintiff is entitled to the reinstatement value and not limited to indemnity value of any loss; that the defendant pay the plaintiff the equivalent value of cost of reinstatement (not yet quantified but inclusive of interest, costs and any other relief) and cost of repair of the earthquake remediation work carried out on the two buildings (plus interest and costs).	19/01/2017			Robyn Lowersidge:- Pegasus Bay Law, solicitor for plaintiff; David Jackson:- counsel for plaintiff Brad Alcorn:- Fee Langstone:Defendant	YES	DISCONTINUED 18/12/2018
CIV-2017-409-000011	Bay Paddock Limited v Calder Stewart Properties No.1 Limited & Calder Stewart Industries Limited & NZI as a business division of IAG New Zealand Limited	General Proceeding	Properties at Hammersmith Drive, Christchurch and Hickory Place, Islington, Christchurch. Covered under a NZI policy. Damaged in September 2010 and February 2011. With respect to the Hammersmith Drive property, the plaintiff says the first defendant failed to arrange for an assignment of its insurance policy to the plaintiff and did not take the necessary steps to enable the assignment to be completed. The plaintiff seeks an order for specific performance requiring the first and/or second defendant to enter into a deed of assignment of its insurance policy with the plaintiff (plus costs). The plaintiff seeks an order or declaration against the third defendant that the plaintiff is entitled to payment for cost of reinstatement works required to repair the earthquake damage, or, an order that the third defendant must carry out the reinstatement works required to repair the earthquake damage (plus costs). With respect to the Hickory Place property, the plaintiff says repair works are required to reinstate the property to the policy standard. The plaintiff seeks payment for the cost of reinstatement works required to repair the earthquake damage, or, an order that the third defendant must carry out reinstatement works to repair the earthquake damage (not yet quantified but estimated to be no less than \$251,200 plus cost).	4/01/2017			Helen Smith/Tristan Sage:- solicitor for plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 14/06/2017
CIV-2017-409-000009	Alderson v Tower Insurance Limited	General Proceeding (Repairs)	Property at Marriotts Road, New Brighton. Covered under a National Bank policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the repairs undertaken to date by the first defendant have not completely remediated all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$314,135.48 (plus damages and costs) from the first defendant and \$314,135.48 from the second defendant.	13/01/2017			Richard Hargreaves, Wynn Williams:- Plaintiff Caroline Laband- DLA Piper, Defendant	YES	DISCONTINUED 17/09/2019
CIV-2017-409-000007	Mint Properties Limited v Earthquake Commission (Discontinued) & AA Insurance Limited	General Proceeding (Repairs)	Property at Memorial Avenue, Burnside. Covered under an AA policy. Damaged in February 2011. The plaintiff says the repairs undertaken to date by the first defendant have not completely remediated all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$113,850 (plus, interest and costs) from the first defendant and \$571,550 (plus interest and costs) from the second defendant.	10/01/2017			Grant Shand:- solicitor for Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Cecily Brick:- Fee Langstone, Second Defendant	YES	DISCONTINUED 25/10/2019
CIV-2017-409-000006	Anderson & Reuben v Lumley General Insurance (NZ)	General Proceeding	Property at Mervyn Drive, Avondale. Covered under a Westpac bank policy. Damaged in February 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$865,000 (plus damages, interest and costs) from the defendant.	10/01/2017			Grant Shand:- solicitor for plaintiffs Peter Leman:- DLA Piper, solicitor for the defendant	YES	DISCONTINUED 15/11/2017
CIV-2017-409-000002	Bailey v Earthquake Commission & IAG New Zealand Limited trading as NZI Insurance (Discontinued)	General Proceeding (Repairs)	Property at Northfield Road, Casebrook. Covered under a Co-operative Bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the repairs undertaken to date by the first defendant have not completely remediated all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	23/12/2016			Grant Smith:- solicitor for plaintiffs; and Jai Moss/Arezou Nobari counsel for plaintiffs John Knight:- Chapman Tripp, counsel for first defendant Stephanie Grieve:- Duncan Cotterill, counsel for second defendant	Yes	DISCONTINUED 12/12/2018
CIV-2017-409-000001	Charlton v Earthquake Commission (discontinued) & Southern Response Earthquake Services Limited	General Proceeding	Property at Vancouver Crescent, Wainoni. Covered under an AML policy. Damaged in February 2011 and June 2011. The plaintiff says the first defendant's repair strategy is insufficient to completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$148,753.78 (less payments already made, plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	23/12/2016			Grant Smith:- solicitor for plaintiffs; Jai Moss/Samuel Deavoll, counsel for plaintiffs John Knight:- Chapman Tripp, counsel for the first defendant Caroline Laband:- DLA Piper, solicitor for the second defendant	YES	DISCONTINUED 16/02/2018
CIV-2017-406-000007	Cohen v Earthquake Commission and AA Insurance (Discontinued)	General Proceeding	Property at High Street, Springlands (Blenheim). Transferred to Christchurch High Court Earthquake List. Damaged as a result of the 21 July 2013 Seddon earthquakes. Policy under AA. The plaintiffs say the first defendant's scope of works, repair strategy and limited payment failed to remediate the property to the standard required by the EQC Act. The plaintiffs seek judgment for an amount to be determined up to \$115,000 (less the excess payable under the EQC Act) per earthquake event and general damages of \$10,000 (plus interest and costs) from the first defendant. The plaintiffs say the second defendant's failure/refusal to settle the claim is a breach of its policy obligations. The plaintiffs seek a declaration that the second defendant is liable to pay to the plaintiffs the full replacement cost of remediating the house to its as new condition (less the first defendant's liabilities) and judgment for temporary accommodation costs (plus costs).	5/04/2017			Grant Smith:- solicitor for plaintiffs; and Jai Moss, Plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Hunt/Suzanne Casey:- McElroys, Second Defendant	YES	DISCONTINUED 07/06/2019
CIV-2017-404-002051	VBE Limited v Tower Insurance Limited	General Proceeding	Property at Walton Street, Christchurch. Damaged in February 2011. Policy under Tower. The plaintiff says the defendant has refused/failed to meet its obligations under the policy by offering nothing to settle the plaintiff's claim. The plaintiff seeks judgment for \$535,677.62 reinstatement costs against the defendant (plus interest and costs) or a declaration for the same.	6/09/2017			Grant Shand:- Grant Shand Barristers and Solicitors, Plaintiffs David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 24/10/2019

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2017-404-002040	Crummey v Tower Insurance Limited	General Proceeding	Property at Blake Street, New Brighton. Damaged as a result of the Canterbury earthquake sequence. Policy under ANZ. The plaintiffs say the defendant has failed/refused to meet its obligations under the policy by offering to settle the claim for amounts less than the actual amount to rebuild the house and electing to rebuild the house below the minimum finished floor level requirement. The plaintiffs seek a declaration that the defendant is liable to pay the plaintiffs \$713,594.65 to remediate the damage and \$25,000 for general damages (plus interest and costs) or judgment for the same.	31/08/2017			Simon Munro and Katrina Pfeifer, Anderson Lloyd, Plaintiffs Ana Lenard:- Gilbert Walker, Defendant	YES	DISCONTINUED 04/06/2019
CIV-2017-404-002034	Howell v IAG New Zealand Limited and Earthquake Commission (Discontinued)	General Proceeding	Property at Fleming Street, North New Brighton. Damaged in February 2011. Policy under NZI. The plaintiff says the first defendant is has failed to meet its obligations under the policy by offering to pay nothing to settle the claim. The plaintiff seeks a declaration that the first defendant is liable to pay \$285,000 to remediate the house (plus interest and costs) or judgment for the same. The plaintiff says the second defendant has failed/refused to make payment to the plaintiff. The plaintiff seeks judgment for \$113,850 for remediation costs (plus interest and costs).	1/09/2017			self-represented, Plaintiffs Megan Gall:- Young Hunter, First Defendant Nathaniel Walker, Russell McVeagh, Second Defendant	YES	SUMMARY JUDGMENT 14/11/2019
CIV-2017-404-002028	Trustees of the Juniper Trust v Vero Insurance New Zealand Limited and Earthquake Commission	General Proceeding	Property at Kentallen Terrace, Hillsborough. Damaged in September 2010. Policy under Vero. The plaintiffs say the first defendant is liable to pay the full replacement costs of reinstating the house and has breached its obligations under the policy. The plaintiffs seek judgment for \$886,150 (plus damages, interest and costs) from the first defendant or a declaration to the same. The plaintiffs say the second defendant has refused to make the full payment to the plaintiffs. The plaintiffs seek judgment for \$113,850 (plus damages) from the second defendant.	30/08/2017			Grant Shand:- Grant Shand Barristers and Solicitors, Plaintiffs Nathaniel Walker, Russell McVeagh, Second defendant Cecily Brick:- Fee Langstone, First defendant	YES	DISCONTINUED 02/10/2019
CIV-2017-404-002027	Graham and Bell v AA Insurance Limited and Earthquake Commission (Discontinued)	General Proceeding	Property at Wattle Drive, New Brighton. Damaged in September 2010 and February 2011. Policy under AA. The plaintiffs say the first defendant has breached its obligations under the policy by offering to pay the plaintiffs nothing to settle the claim. The plaintiffs seek a declaration that the first defendant is liable to pay \$470,000 for remediation costs and general damages of \$50,000 (plus interest and costs) or judgment for the same. The plaintiffs say the second defendant has failed/refused to make full payment to the plaintiffs. The plaintiffs seek judgment for \$178,470.50 and \$50,000 general damages (plus interest and costs) from the second defendant.	30/08/2017			Grant Shand:- Grant Shand Barristers and Solicitors, plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Glen Holm-Hanson:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 12/11/2019
CIV-2017-404-002025	Scott v AA Insurance Limited and Earthquake Commission	General Proceeding	Property at Bristol Street, St Albans. Damaged in September 2010. Policy under AA. The plaintiff says the first defendant has breached its obligations under the policy. The plaintiff seeks judgment for \$386,150 for reinstatement costs and \$25,000 general damages (plus interest and costs) from the first defendant or a declaration for the same. The plaintiff says the second defendant has only made partial payment to the plaintiff. The plaintiff seeks judgment for \$53,135.18 and \$25,000 general damages (plus interest and costs) from the second defendant.	30/08/2017			Grant Shand:- Grant Shand Barristers and Solicitors, plaintiffs [Awaiting statement of defence]	YES	DISCONTINUED 01/02/2018
CIV-2017-404-002022	Pearson and IAG New Zealand Limited (Discontinued) and Earthquake Commission	General Proceeding (Repairs)	Property at Chaucer Street, Sydenham. Damaged in September 2010. Policy under State. The plaintiff says the first defendant has failed to meet its obligations under the policy. The plaintiff seeks a declaration that the first defendant is liable to pay \$425,000 to remediate the damage (plus interest and costs) from the first defendant or judgment for the same. The plaintiff says the second defendant's physical repair work done is/was worthless and the house still requires remedial work. The plaintiff seeks judgment for \$60,000 for the September 2010 event and \$113,850 for the February 2011 event a (plus interest and costs) from the second defendant.	30/08/2017			Grant Shand:- Grant Shand Barristers and Solicitors, plaintiffs Richard Hargreaves:- Wynn Williams, First Defendant Nathaniel Walker, Russell McVeagh, Second Defendant	YES	DISCONTINUED 03/02/2020
CIV-2017-404-002011	Stone and Boot v AA Insurance Limited and Earthquake Commission (Discontinued)	General Proceeding (Repairs)	Property at Grenville Street, Waltham. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant has failed to meet its obligations under the policy by offering the plaintiff nothing to settle the claim. The plaintiffs seek a declaration that the first defendant is liable to pay \$386,150 to remediate the damage and \$20,000 for general damages (plus interest and costs) from the first defendant or judgment for the same. The plaintiffs say the second defendant's physical repair work done is/was worthless and the house still requires remedial work. The plaintiffs seek judgment for \$227,700 and \$25,000 general damages (plus interest and costs) from the second defendant.	30/08/2017			Grant Shand:- Grant Shand Barristers and Solicitors, plaintiffs Glen Holm-Hanen, Lowndes Law, First Defendant	YES	DISCONTINUED 09/05/2019
CIV-2017-404-002007	Smith and Webb v IAG New Zealand Limited (Discontinued) and Earthquake Commission	General Proceeding (Repairs)	Property at Hills Road, Shirley. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant has failed to meet its obligations under the policy by offering the plaintiff nothing to settle the claim. The plaintiffs seek a declaration that the first defendant is liable to pay \$485,000 to remediate the damage (plus interest and costs) from the first defendant or judgment for the same. The plaintiffs say the second defendant's physical repair work done is/was worthless and the house still requires remedial work. The plaintiffs seek judgment for \$113,850 (plus interest and costs) from the second defendant.	30/08/2017			Grant Shand:- Grant Shand Barristers and Solicitors, plaintiffs Rick Hargreaves:- Duncan Cotterill, First Defendant Nathaniel Walker, Russell McVeagh, Second Defendant	YES	DISCONTINUED 09/04/2021
CIV-2017-404-002006	Steinz v IAG New Zealand Limited (Discontinued) and Earthquake Commission	General Proceeding (Repairs)	Property at Shenley Drive, Belfast. Damaged in September 2010. Policy under State. The plaintiff says the first defendant has failed to meet its obligations under the policy by offering the plaintiff nothing to settle the claim. The plaintiff seeks a judgment for \$636,150 for reinstatement costs, \$25,000 general damages (plus interest and costs) from the first defendant or a declaration for the same. The plaintiff says the second defendant's physical repair work done is/was worthless and the house still requires remedial work. The plaintiff seeks judgment for \$113,850 and general damages of \$25,000 (plus interest and costs) from the second defendant.	30/08/2017			Grant Shand:- Grant Shand Barristers and Solicitors, plaintiffs Melanie Hayes, Chapman Tripp, Second Defendant	YES	DISCONTINUED 27/03/2019
CIV-2017-404-002005	Armstrong v IAG New Zealand Limited and Earthquake Commission	General Proceeding (Repairs)	Property at Quebec Place, Wainoni. Damaged in September 2010 and February 2011. Policy under NZI. The plaintiffs say the first defendant has failed to meet its obligations under the policy by offering the plaintiffs nothing to settle the claim. The plaintiffs seek a declaration that the first defendant is liable to pay a maximum of \$470,000 to remediate the damage, \$50,000 general damages (plus interest and costs). Alternatively, the plaintiffs seek judgment for the same. The plaintiffs say the second defendant's physical repair work done is/was worthless and the house still requires remedial work. The plaintiffs seek judgment for \$178,850 and general damages of \$50,000 (plus interest and costs) from the second defendant.	30/08/2017			Grant Shand:- Grant Shand Barristers and Solicitors, plaintiffs Ricka Hargreaves/Charlotte Foster:- Duncan Cotterill, First Defendant Nathaniel Walker, Russell McVeagh, Second Defendant	YES	DISCONTINUED 15/08/2019

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CIV-2017-404-000244	DISA Limited v IAG New Zealand	General Proceeding (Repairs)	Property at Barrington Street, Spreydon. Covered under an IAG policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant breached its policy obligations as despite the reinstatement building work, the house has some defects and requires further work. The plaintiff seeks \$210,000 (plus interest and costs).	22/02/2017			Grant Shand:- solicitor for plaintiffs Simon Connolly:- Duncan Cotterill, Defendant	YES	DISCONTINUED 13/03/2019
CIV-2017-404-000242	Haremate v IAG New Zealand Limited	General Proceeding	Property at Esher Place, St Martins. Damaged in September 2010 and February 2011. Policy under IAG. The plaintiffs say the repair works have not restored the property to the policy standard and the defendant has denied its liability to provide the plaintiffs full indemnity. The plaintiffs seek a declaration the defendant remains liable to the plaintiffs under the policy to pay the costs incurred by the plaintiffs and a declaration that the defendant remains liable to pay costs incurred by an insured to restore an insured property to the policy standard despite the insured contracting third party to restore the property and the costs of that restoration being paid by the defendant (plus costs and disbursements). The plaintiffs also say the defendant has breached its obligations under the policy which amounts to a breach of contract. The plaintiffs also seek damages and costs.	21/02/2017			Grant Smith:- Canterbury Legal, Plaintiff Paul McGillivray:- Duncan Cotterill, Defendant	YES	DISCONTINUED 05/11/2020
CIV-2016-476-000054	Small v Earthquake Commission (Discontinued) & Southern Response Earthquake Services Limited	General Proceeding	Property at Brougham Street, Sydenham. Covered under AMI rental house policy. Damaged in September 2010 and February 2011. The plaintiff says in July 2010 it contacted AMI to arrange full replacement insurance. The plaintiff says AMI offered \$125,000 sum insured cover until the plaintiff provided an electrical compliance certificate. The plaintiff says the certificate was provided to AMI on 15 September 2010. The plaintiff says the property was insured to a full replacement standard. The second defendant says it is investigating this. The first defendant says it made payment for repairs but it is investigating its position. The plaintiff says the foundations must be replaced. The plaintiff seeks \$115,000 per event from the first defendant and the remainder from the second defendant.	24/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Arezou Nobari:- Counsel for plaintiff John Knight/Nicole Burt- Chapman Tripp, First Defendant Peter Leman:- DLA Piper, Second defendant	YES	DISCONTINUED 13/11/2017
CIV-2016-412-000113	Clark v IAG New Zealand Limited	General Proceeding	Property at Deans Avenue, Addington. The plaintiff says the defendant is obligated to pay the reinstatement cost by reference to the cost of repairing or rebuilding any damaged buildings. The plaintiff says the defendant has not adequately assessed or determined the damage to the buildings. The plaintiff seeks declarations, inter alia, that the defendant must settle the claims on a per-event basis with the damage and reinstatement cost to be based on the plaintiffs expert reports.	25/08/2016		Fixture - 6 days after 05/04/2021	S P Rennie/- AGM Whalan:- Plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 10/06/2021
CIV-2016-409-001232	Douglas v Southern Response Earthquake Services Limited	General Proceeding	Property at Excalibur Place, Burwood. Covered under AMI policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say they have been paid by Earthquake Commission. The plaintiffs say that the house was built pursuant to a building consent granted in April 2004 which included a requirement for a minimum floor level of 11.76RL for purposes of flood mitigation. The plaintiffs position is that to be repaired to an as-new condition the floor level must adhere to current floor level requirements of 12.3mRL. The plaintiffs seek unquantified amounts to compensate for their loss plus damages and costs.	22/12/2016			Mobeena Hills:- Shine Lawyers, Counsel for the plaintiffs David Friar:- Bell Gully, Defendant	YES	DISCONTINUED 16/10/2018
CIV-2016-409-001230	Southern Response Earthquake Services Limited v Shirley Investments Limited	General Proceeding	The plaintiff ("Southern Response") says that the house in question was originally owned by another person ("the original owner"). Southern Response says the original owner elected to rebuild the house on the same site. Some time passed in which time Southern Response obtained a geotechnical report which said that the foundations must be substantially upgraded in order to rebuild the house on the same site. Southern Response says the current owner of the house ("the defendant") sought to change its election to buy another house under the policy of insurance. According to Southern Response the defendant has already entered into an agreement for sale and purchase to buy another property. Southern Response says this proceeding is brought to clarify the policy interpretation of the AMI Premier Rental policy. Southern Response seeks declarations to the effect that Southern Response is not obligated to pay the cost of building enhanced foundations for the existing house as part of the cost of buying another house under the policy. Southern Response also seeks the cost of making this application to the Court.	21/12/2016			David Friar/Nick Moffatt:- Bell Gully, plaintiff Andrew Hooker/Mobeena Hills:- Shine Lawyers, Defendant	YES	JUDGMENT - DEFENDED HEARING 18/12/2017 COURT OF APPEAL MILESTONES: CA63/18 Filed 5/2/18 Abandoned 15/10/18
CIV-2016-409-001228	Aveley Company Limited & Ors v Zurich Australian Insurance Limited T/A Zurich New Zealand	General Proceeding	Claim in respect of property at Victoria Street, Christchurch Central. Covered under Zurich policies for material damage and business interruption. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the building is classified as "earthquake prone" in terms of s 122 of the Building Act 2004. The plaintiffs say a building consent is required to carry out the repairs to the property and to get a building consent requires the building to be brought up to 34% of the New Building Standard. For this reason, the plaintiffs say the defendant is obligated to indemnify for the cost to reinstate the property to comply with building laws and regulations. The plaintiffs say it will cost \$1,400,848 to repair the property to the relevant standards. The plaintiffs claim \$823,711.95 (plus interest and costs) from the defendant.	16/12/2016			Michael McKay:- Malley & Co, plaintiffs Antony Holden:- DAC Beachcroft, defendant	YES	DISCONTINUED 09/11/2017
CIV-2016-409-001226	Emmons Developments New Zealand v Mitsui Sumitomo Insurance Co Ltd & Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of a block of land at the corner of Oxford Tce, Cathedral Square and Worcester Streets. Rydges Hotel, the Christchurch City Council car park and the Grant Thornton building (now demolished) are or were on the land. The property was jointly insured by the defendants for material damage and business interruption to sum insured amounts of \$166,350,000 and \$14,500,000 respectively. The plaintiff says the defendants have: failed or refused to accept the nature of the damage to the Rydges Hotel building and the Christchurch City Council car park building; and, failed or refused to pay a bond or guarantee in respect of liability to begin commencement of reinstatement of the Grant Thornton building. The plaintiff seeks declarations that the former two buildings are damaged, must be repaired to a particular standard and that repairs are not economically viable; and, the defendants must pay a bond or guarantee to begin reinstatement of the latter building.	21/12/2016			Peter Woods:- Anthony Harper, Plaintiff Caroline Laband:- DLA Piper, Defendants	YES	JUDGMENT - DEFENDED HEARING 28/02/2019

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CIV-2016-409-001223	Bruce & Ors (as trustees) v IAG New Zealand Limited	General Proceeding (Repairs)	Property at Paparoa Street, Papanui. Covered under IAG policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant undertook repair works at the property by contracting a builder to do the repairs. The repair works were set out in a building contract between the plaintiffs, the builder and the defendant. The plaintiff says the repairs failed because windows and doors are still out of plumb, cladding is not repaired, floors are not level, ceilings are twisted and other unrepaired damage. The plaintiff seeks the cost of remediation (to be quantified) from the defendant plus interest and costs.	15/12/2016			Grant Shand:- Counsel for the plaintiffs Peter Leman:- Duncan Cotterill, Defendant Scott Galloway, Hazelton Law, Third party	YES	JUDGMENT - DEFENDED HEARING (Liability Only) DISCONTINUED (Substantive) 20/12/2018 22/02/2023 (Substantive) Ready List Entry Date: 19/11/2018 COURT OF APPEAL MILESTONES: CA45/19 Filed 26/6/19
CIV-2016-409-001209	Dodge v AA Insurance Limited	General Proceeding	Property at Bridge Street, New Brighton. Covered under AA policy. Damaged in September 2010 and February 2011. The plaintiff says the foundations and other structural elements of the house were severely damaged by the earthquakes. The plaintiff says the defendant obtained numerous expert reports. Some of the reports recommended substantial repairs and some recommended only cosmetic repairs. The plaintiff says the defendant chose to obtain building quotes and offer to settle based on a cosmetic repair strategy. The plaintiff obtained an expert report which recommends substantial repairs to the house. The plaintiff says the defendant is repudiating the contract by manifesting an intention to breach it. The plaintiff seeks declarations that the repair methodology proposed by the defendant will not meet the policy standard and that the foundations of the house must be replaced. The plaintiff also seeks an order that the defendant pay \$1,044,167 (plus GST, damages, interest and costs).	13/12/2016			Self-represented, Plaintiff Simon Ladd:- Bell Gully, Defendant	YES	DISCONTINUED 22/08/2019
CIV-2016-409-001206	O'Hara-Safonov v Earthquake Commission & AA Insurance Limited	General Proceeding	Property at Hewling Street, Timaru. Covered under AA policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the first defendant will not treat the claim as over-cap because of alleged historic damage to the house. Further, the plaintiffs say the second defendant will not deal with the claim because it is currently under cap. The plaintiffs seek judgment in the sum of repair costs (unquantified) plus interest and costs from the defendants.	12/12/2016			Self-Represented Plaintiff John Knight:- Chapman Tripp, First Defendant Stephanie Corban:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 27/05/2019
CIV-2016-409-001202	Lee & Park v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Ilam Road, Burnside. Covered under ASB Bank policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say the foundations of the house were repaired using an Ezy-Bloc tyre foundation. The plaintiffs say the repairs did not address all of the earthquake damage to the house and further reinstatement work is recommended. The plaintiffs seek up to \$341,550 (plus damages, interest and costs) from the first defendant and declarations including (inter alia) that the foundations be replaced with TC2 foundations (plus interest and costs).	9/12/2016			Noor Hamid:- Counsel for plaintiff Nathaniel Walker, Russell McVeagh, first defendant Aaron Sherriff:- Duncan Cotterill, second defendant	YES	DISCONTINUED 19/11/2019
CIV-2016-409-001201	Smith v Earthquake Commission and Vero Insurance New Zealand Limited (Discon) and IAG New Zealand Limited (Discon)	General Proceeding	Property at Sawyers Arms Road, Northcote. Covered under Vero policy. Damaged in September 2010 and February 2011. The plaintiffs say the foundations must be repaired in order to reinstate the house. Therefore, the plaintiffs say, the economic option is to rebuild the house at a cost of \$690,388.13. The plaintiffs seek \$161,012.35 (plus damages, interest and costs) from the first defendant and a declaration that the second defendant is liable to pay the cost of rebuilding the house (plus costs).	9/12/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss:- Counsel for plaintiff John Knight:- Chapman Tripp, Counsel for first defendant Cecily Brick:- Fee Langstone, Counsel for second and third defendants	Yes	DISCONTINUED 26/11/2018
CIV-2016-409-001183	Salisbury Street 188 Limited v Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Salisbury Street, Christchurch. Covered under a Vero policy. Damaged in February 2011. The plaintiff says the repair work completed by the defendant has not completely remediated all of the damage to the property. The plaintiff seeks \$1,413,092 (plus business interruption cost of \$200,000, interest and costs) from the defendant.	1/12/2016			Susan Dwight:- Cavell Leitch, Plaintiffs Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 24/09/2018
CIV-2016-409-001182	Robin v IAG New Zealand & Canterbury Reconstruction Limited	General Proceeding (Repairs)	Property at Fitzgerald Avenue, Christchurch. Covered under an IAG policy. Damaged in September 2010 and February 2011. The plaintiff says the repair work completed by the defendant has not completely remediated all of the damage to the property. The plaintiff seeks the cost to completely remediate all of the damage to the property (not yet quantified but inclusive of interest and costs) from the defendant.	2/12/2016			Melissa Borowski, Saunders Robinson Brown, Plaintiffs Paul Smith and Dana Beissel:- Duncan Cotterill, Defendant Hans van Schreven, Clark Boyce, Third Defendant Richard Smedley, Anthony Harper, Fourth Defendant Garth Galloway and Geoff Carter, Chapman Tripp Third Party Simon Waalkens, Rice Speir, Fifth Defendant	YES	DISCONTINUED 22/12/2020
CIV-2016-409-001181	G.G. Don 1993 Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Sturrocks Road, Christchurch. Covered under a Vero policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not taken sufficient steps to settle the claim. The plaintiff seeks the cost to completely remediate all of the damage to the property (not yet quantified but inclusive of interest and costs) from the defendant.	2/12/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Alan Sherlock:- Hesketh Henry, Defendant	YES	DISCONTINUED 10/08/2022 Fixture Date: 31/10/2022 Estimated Hearing Days: 7.0
CIV-2016-409-001180	Spencer v Earthquake Commission (Discontinued), IAG New Zealand & Vero Insurance New Zealand Limited	General Proceeding	Property at Harbour Road, Brooklands. Covered under Vero policy. Damaged in September 2010. The plaintiffs say the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$52,288.66 (plus damages, interest and costs) from the first defendant and \$485,000 (plus damages, interest and costs) from the second defendant.	2/12/2016			Grant Shand:- Plaintiffs John Knight/Jacob Kerkin:- Chapman Tripp, First Defendant Aaron Sherriff:- Duncan Cotterill, Second Defendants	YES	DISCONTINUED 16/04/2019
CIV-2016-409-001179	McMullan v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Cygnet Street, New Brighton. Covered under an AMI policy. Damaged in February 2011. The plaintiff says the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$107,593 (plus damages, interest and costs) from the first defendant and \$485,000 (plus damages, interest and costs) from the second defendant.	2/12/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 27/03/2019

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-409-001169	Johnstone v Southern Response Earthquake Services Limited	General Proceeding	Property at Cressy Avenue, Kaiapoi. Covered under an AMI policy. Damaged in September 2010. The plaintiff says the defendant has not taken sufficient steps to settle the claim. The plaintiff seeks the cost to completely remediate all of the damage to the property (not yet quantified, but inclusive of damages, interest and costs) from the defendant.	30/11/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 02/10/2017
CIV-2016-409-001168	Wheeler & Middleton v Southern Response Earthquake Services Limited	General Proceeding	Property at Broadhaven Avenue, Parklands. Covered under an AMI policy. Damaged in February 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$669,108.95 (plus damages, interest and costs) from the defendant.	1/12/2016			Grant Shand:- Plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 31/10/2017
CIV-2016-409-001167	Musson & Lin v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding	Property at Rushmore Drive, Belfast. Covered under a Tower policy. Damaged in February 2011. The plaintiffs say the first defendant has denied that the damage to the property is earthquake related and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$112,318.74 (plus damages, interest and costs) from the first defendant and \$777,505.90 (plus damages, interest and costs) from the second defendant.	1/12/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant M C Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 05/03/2019
CIV-2016-409-001163	Cribb Farming Limited v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Property at West Coast Road, Canterbury. Covered under a Vero policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says the first defendant has failed to meet its liability under Earthquake Commission Act 1993 and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$345,000 (plus interest and costs) from the first defendant and \$434,586.34 (plus interest and costs, less the first defendant's liability) from the second defendant.	29/11/2016			Simon Munro:- Anderson Lloyd, Plaintiffs John Knight:- Chapman Tripp, Defendant Cecily Brick:- Fee Langstone, Second Defendant	YES	DISCONTINUED 27/05/2019
CIV-2016-409-001151	Allianz Australia Insurance Limited v Earthquake Commission	General Proceeding	Claim in respect of apartment complex at Tidal View, Ferryroad. The property was formerly owned by a Body Corporate. Covered under a Brokenweb policy. Damaged in September 2010, February 2011 and June 2011. Demolished in June 2011. The Body Corporate assigned to the plaintiff its claim against the defendant under Earthquake Commission Act 1993. The plaintiff claims \$3,870,000 (plus interest and costs) from the defendant.	22/11/2016			Caroline Laband/Richard Tosh:- DLA Piper, Plaintiff Nathaniel Walker, Russell McVeagh, Defendant	YES	DISCONTINUED 03/04/2020
CIV-2016-409-001142	Dunwoodie v Southern Response Earthquake Services Limited	General Proceeding	Property at Breezes Road, Wainoni. Covered under AMI policy. Damaged in February 2011 and June 2011. The plaintiff says the economic option is to rebuild the house at a cost of \$883,887.78. The plaintiff claims \$741,061.64 (plus damages, interest and costs) from the defendant.	22/11/2016			Grant Shand:- Plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 05/10/2018
CIV-2016-409-001135	Currie v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Mackenzie Avenue, Woolston. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff say the repair work undertaken to date by the first defendant does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$330,000 (plus damages, interest and costs) from the first defendant and \$357,901.93 (plus damages, interest and costs) from the second defendant.	18/11/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	Yes	DISCONTINUED 03/12/2018
CIV-2016-409-001132	Youn v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding	Properties at Madras Street, St Albans. Covered under a National Bank policy. Damaged in February 2011. The plaintiffs say the cash payment made by the first defendant does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek a total of \$80,000 (plus damages, interest and costs) from the first defendant and a total of \$943,263.20 (plus damages, interest and costs) from the second defendant.	18/11/2016			Grant Shand:- Plaintiffs John Knight/Nicole Evans:- Chapman Tripp, First Defendant M C Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 15/01/2019
CIV-2016-409-001129	Somerville v Tower Insurance Limited	General Proceeding	Property at Belmont Street, Avondale. Covered under a Tower policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$930,239.90 (plus temporary accommodation, damages, interest and costs) from the defendant.	16/11/2016			Grant Shand:- Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 15/08/2017
CIV-2016-409-001127	Carson v Southern Response Earthquake Services Limited	General Proceeding	Property at Milkers Gate, Parklands. Covered under an AMI policy. Damaged in February 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$453,385.06 (plus damages, interest and costs) from the defendant.	16/11/2016			Grant Shand:- Plaintiffs D J Friar/ H P H Lui:- Bell Gully, Defendant	YES	DISCONTINUED 18/06/2018
CIV-2016-409-001122	Mt Vision Limited, Sunny Alison June Morley & New Zealand Trustee Services Ltd v Southern Response Earthquake Services Limited	General Proceeding	Property at Belmont Street, Avondale. Covered under an AMI policy. Damaged in February 2011. The plaintiffs say the defendant's repair strategy does not completely remediate all of the damage to the property. The plaintiffs seek \$953,556.98 (plus damages, interest and costs) from the defendant.	16/11/2016			Grant Shand:- Plaintiffs Emily Walton:- Defendant	YES	DISCONTINUED 14/07/2017
CIV-2016-409-001120	Duffy v Southern Response Earthquake Services Limited	General Proceeding	Property at Belmont Street, Avondale. Covered under an AMI policy. Damaged in February 2011. The plaintiffs say the defendant's repair strategy does not completely remediate all of the damage to the property. The plaintiffs seek \$953,556.98 (plus damages, interest and costs) from the defendant.	16/11/2016			Grant Shand:- Plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 21/12/2017
CIV-2016-409-001119	Brown v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Reginald Street, Burwood. Covered under a Vero policy. Damaged in February 2011. The plaintiffs say the repair work undertaken to date by the first defendant does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$115,000 (plus damages, interest and costs) from the first defendant and \$335,466.85 (plus damages, interest and costs) from the second defendant.	16/11/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Cecily Brick:- Fee Langstone, Second Defendant	YES	DISCONTINUED 16/01/2019
CIV-2016-409-001118	McLeod v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Northway Road, Hoon Hay. Covered under a State policy. Damage in February 2011. The plaintiff says the repairs undertaken to date by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$107,908.90 (plus damages, interest and costs) from the first defendant and \$491,917.13 (plus damages, interest and costs) from the second defendant.	16/11/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 12/04/2019
CIV-2016-409-001117	Pointon v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Dunns Avenue, Pines Beach. Covered under a BNZ bank policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says the repairs undertaken to date by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$420,000 (plus damages, interest and costs) from the first defendant and \$180,000 (plus damages, temporary accommodation, stress payment, landscaping, interest and costs) from the second defendant.	15/11/2016			Grant Shand:- Plaintiffs Paul Smith/Laura McLoughlin-Ware:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 02/05/2019

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CIV-2016-409-001109	Parkes v IAG New Zealand Limited	General Proceeding	Property at Gilmour Terrace, Lyttelton. Jointly insured by IAG and Vero. Damaged in September 2010 and February 2011. The plaintiff says the defendants have not taken sufficient steps to settle the claim. The plaintiff seeks the over-cap cost to remediate all of the damage to the property (not yet quantified, but inclusive of interest and costs) from the defendants.	10/11/2016			Alex Summerlee, Parry Field: - Plaintiff Catherine Jamieson:- Young Hunter, Defendants	YES	DISCONTINUED 20/05/2019
CIV-2016-409-001105	Canning v Tower Insurance Limited	General Proceeding	Property at Baker Street, New Brighton. Covered under a Tower policy. Damaged in February 2011. The plaintiffs say the cash payment made by the defendant is not sufficient to completely remediate all of the damage to the property. The plaintiffs seek \$335,000 (plus damages, interest and costs) from the defendant.	4/11/2016			Grant Shand:- Plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 20/06/2018
CIV-2016-409-001104	Woodroffe v Earthquake Commission & Lumley General Insurance (NZ) Limited	General Proceeding	Property at Union Street, New Brighton. Covered under an NZI policy. Damaged in September 2010, February 2011 and October 2011. The plaintiffs say the cash payment made by the first defendant is not sufficient to completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$171,842.61 (plus interest and costs) from the first defendant and \$339,441.75 (plus damages, interest and costs) from the second defendant.	4/11/2016			Andrew Hooker/Eoin Farrell:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Caroline Laband:- DLA Piper, Second Defendant	YES	DISCONTINUED 15/07/2019
CIV-2016-409-001102	Stott v Earthquake Commission & Lumley General Insurance NZ Ltd (Discontinued)	General Proceeding	Property at Grove Street, Tinwald. Covered under an NZI policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant has denied that the damage to the property is earthquake related and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$204,376.35 (plus damages, interest and costs) from the first defendant and \$245,000 (plus damages, interest and costs) from the second defendant.	4/11/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Paul Smith:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 17/12/2018
CIV-2016-409-001100	Hameiss v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Port Hills Road, Heathcote Valley. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repairs undertaken to date by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$115,000 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	8/11/2016			Noor Hamid/Jared Higby: Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 12/11/2018
CIV-2016-409-001098	Fort v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Tovey Street, South New Brighton. Covered under an AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff says the first defendant's repair strategy and work undertaken to date does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$201,957.82 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	3/11/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant	YES	STRUCK OUT 23/04/2018
CIV-2016-409-001096	Hoji v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Renoir Drive, Rolleston. Covered under an AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say the first defendant's repair strategy and work undertaken to date does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$115,000 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified, but inclusive of interest and costs) from the second defendant.	8/11/2016			Stephen Rennie:- Rhodes & Co, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Caroline Laband/Caroline Halliday:- DLA Piper, Second Defendant	YES	DISCONTINUED 22/08/2019
CIV-2016-409-001093	Renicarl Limited & Wenborn v Earthquake Commission & Farmers Mutual Group Insurance Limited	General Proceeding (Repairs)	Property at Quinns Road, Shirley. Covered under a Farmers Mutual Group Insurance Limited policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say the first defendant's repair strategy and repair work undertaken to date does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$113,850 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	8/11/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Arezou Nobari:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 02/03/2018
CIV-2016-409-001092	O'Hara-Safonov v Earthquake Commission & A.A. Insurance Ltd.	General Proceeding	Property at Estuary Road, New Brighton. Covered under an AAI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate all of the damage to the property (not yet quantified but inclusive of interest and costs) from the defendants.	7/11/2016			Self Represented, plaintiff John Knight- Chapman Tripp, First Defendant Stephanie Corban/Charlotte Lewis:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 27/05/2019
CIV-2016-409-001091	Drayton v IAG trading as State Insurance	General Proceeding	Property at Ranfurly Street, Christchurch. Covered under a State policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$3,629,222.24 (plus damages, interest and costs) from the defendant.	21/10/2016			Kathryn Dalziel:- Taylor Shaw, Plaintiff Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 14/05/2018
CIV-2016-409-001052	Bloxham v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Philpotts Road, Mairereau. Covered under an AMI policy. Damaged in September 2010. The plaintiffs say the first defendant's repair strategy and work undertaken to date does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and \$95,783 (plus damages, interest and costs) from the second defendant.	31/10/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 13/02/2018
CIV-2016-409-001050	Akira Investments Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Riselaw Street, Mairereau. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the cash payment offered by the defendant is insufficient to completely remediate all of the damage to the property. The plaintiff seeks \$714,668.44 (plus interest and costs) from the defendant.	31/10/2016			Grant Shand:- Plaintiffs Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 21/06/2018
CIV-2016-409-001048	Bulgakov v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Laing Crescent, Heathcote Valley. Covered under an AMI policy. Damaged in February 2011, June 2011 and December 2011. The plaintiffs say the first defendant's repair strategy and repair work undertaken to date does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$115,000 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	28/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 19/09/2018

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CIV-2016-409-001045	Scott-Harrison v Vero Insurance New Zealand Limited	General Proceeding	Property at Worcester Street, Christchurch. Covered under a Vero policy. Damaged in unspecified earthquakes. The plaintiff says the defendant's repair strategy does not completely remediate all of the damage to the property. The plaintiff seeks the over-cap cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	28/10/2016			Grant Smith:- solicitor for plaintiffs; Jai Moss:- Counsel for plaintiffs Peter Hunt:- McElroys, Solicitor for defendant	YES	DISCONTINUED 04/09/2018
CIV-2016-409-001025	Scott v IAG New Zealand Limited	General Proceeding	Property at Thornton Street, Mairahau. Covered under a State policy. Damaged in February 2011. The plaintiffs say the defendant's repair strategy and cash payment offer is insufficient to completely remediate all of the damage to the property. The plaintiffs seek \$796,863.72 (plus damages, interest and costs) from the defendant.	20/10/2016			Chris Boys:- Assure Legal, Plaintiffs Aaron Sherriff:- Duncan Cotterill, Defendant	Yes	DISCONTINUED 28/05/2018
CIV-2016-409-001024	Hood v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Tennyson Street, Sydenham. Covered under a BNZ bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant's repair strategy and cash payment made does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$219,270.23 (plus damages, interest and costs) from the first defendant and \$325,671.37 (plus damages, interest and costs) from the second defendant.	20/10/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Abby Bradford:- Young Hunter, Second Defendant	YES	DISCONTINUED 28/03/2018
CIV-2016-409-001023	Knowles v IAG New Zealand Limited & FR 2012 Limited and others	General Proceeding (Repairs)	Property at Doreen Street, Aranui. Covered under a State policy. Damaged in February 2011. The plaintiffs say the first defendant's repair work undertaken to date does not completely remediate all of the damage to the property. The plaintiffs seek \$800,000 (plus damages, interest and costs) from the defendant.	20/10/2016		TC on 13/09/2023	Grant Shand:- Plaintiffs (discontinued) Paul McGillivray:- Duncan Cotterill, Defendant Jai Moss, counsel for second defendant Scott Galloway:- Hazelton Law, Third Parties	NO	Ready List Entry Date: 05/08/2019
CIV-2016-409-001021	Ellis v Earthquake Commission (Discontinued) & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Cossar Street, Burwood. Covered under an AML policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant's repair work undertaken to date does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$205,622.28 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	19/10/2016			Andrew Ferguson:- Grant Shand Lawyers, plaintiffs John Knight:- Chapman Tripp, First Defendant Richard Hargreaves:- Wynn Williams, Second Defendant	YES	DISCONTINUED 11/07/2018
CIV-2016-409-001013	Calder v Earthquake Commission & Tower Insurance Limited (Discontinued)	General Proceeding	Property at South Belt, Rangiora. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$105,880.50 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified, but inclusive of interest and costs) from the second defendant.	14/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Arezou Nobari:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant (Discontinued)	YES	DISCONTINUED 18/01/2018
CIV-2016-409-001012	Anderson v Earthquake Commission & Tower Insurance Limited & Verry	General Proceeding (Repairs)	Property at Leyden Street, Phillipstown. Covered under ANZ Bank policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs claim was cash settled by the first defendant. The plaintiff contracted the third defendant to do the repair works to the house. The plaintiff says the first defendant incorrectly assessed the damage to the house and cost to repair the damage; the second defendant incorrectly rejected the plaintiffs request to treat the claim as over-cap; and the third defendant was not a licenced building practitioner and did not reinstate the damage to the property. The plaintiff seeks \$113,850 (plus damages, interest and costs) from the first defendant; the remainder of the reinstatement costs (plus damages, interest and costs) from the second defendant; and \$156,079.79 (plus damages, interest and costs) from the third defendant.	14/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant (DISCONTINUED) Matthew Harris:- Gilbert Walker, Second Defendant Andrew McKenzie:- Third Defendant	YES	DISCONTINUED 31/08/2018
CIV-2016-409-001011	Slot v Tower Insurance Limited	General Proceeding	Property at Flockton Street, Mairahau. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim. The plaintiffs seek the cost to completely remediate all of the damage to the property (not yet quantified but inclusive of landscaping, temporary accommodation, damages, interest and costs) from the defendant.	14/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Noor Hamid:- Counsel for plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 19/01/2017
CIV-2016-409-001010	Allan v Earthquake Commission (discontinued) & Tower Insurance Limited	General Proceeding	Property at Derrett Place, St Martins. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$227,200 (plus damages, interest and costs) from the first defendant and \$188,589.01 (plus landscaping, temporary accommodation, interest and costs) from the second defendant.	14/10/2016			Bill Dwyer:- solicitor for plaintiffs; Arezou Nobari/ Jai Moss/Noor Hamid:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 11/12/2018
CIV-2016-409-001009	Sneesby v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Carters Road, Aranui. Covered under an AML policy. Damaged in February 2011 and June 2011. The plaintiff says the repairs undertaken to date by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$227,700 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	14/10/2016			Self-represented, Plaintiff John Knight/Nicole Burt:- Chapman Tripp, First Defendant	YES	DISCONTINUED 27/05/2019
CIV-2016-409-001008	Parnassus Properties Limited v Earthquake Commission & Vero Insurance New Zealand Limited (Discontinued)	General Proceeding	Property at Parnassus Street, Cheviot. Covered under a Vero policy. Damaged in February 2011. The plaintiff says the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$107,738.17 (plus interest and costs) from the first defendant and \$292,484 (plus landscaping, lost rent, interest and costs) from the second defendant.	14/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Noor Hamid:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Stephanie Corban:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 12/06/2018
CIV-2016-409-001007	Hood v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding	Property at Hereford Street, Linwood. Covered under a NZI policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant's scope of works does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$162,630.33 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping, stress payment, lost rent, interest and costs) from the second defendant.	14/10/2016			Grant Shand:- Counsel for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 20/01/2020

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CIV-2016-409-001006	Maxwell v Tower Insurance Limited	General Proceeding	1 of 4 properties in a set of units at Brittan Street, Linwood. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant initially elected to settle the claim by rebuilding the house. As there were 3 other units at the address, IAG was later appointed as the lead insurer to oversee the rebuild process. IAG then elected to cash settle with the owners. As such, the defendant refused to rebuild the property in accordance with its original election. The plaintiff seeks \$518,573.49 (plus damages, interest and costs) from the defendant.	14/10/2016			R J Hopkins/ S N Hider:- Lane Neave, Plaintiffs Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 24/02/2020
CIV-2016-409-001005	Murphy v Lumley General Insurance (NZ) Limited	General Proceeding	Property at Lionel Street, Avonside. Covered under a Lumley policy. Damaged in February 2011. The plaintiffs say the defendant's scope of works does not completely remediate all of the damage to the property. The plaintiffs seek \$1,119,312.04 (plus landscaping, alternative accommodation, stress payment, interest and costs) from the defendant.	14/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs Paul Smith:- Duncan Cotterill, Defendant	YES	DISCONTINUED 10/10/2018
CIV-2016-409-001003	Senior v Earthquake Commission (Discon) & Southern Response Earthquake Services Limited	General Proceeding	Property at Old Tai Tapu Road, Tai Tapu. Covered under an AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff says the first defendant's scope of works does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$197,072.92 (plus damages, interest and costs) and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	12/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 06/06/2018
CIV-2016-409-001002	Grainger v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Baynes Street, Burwood. Covered under an AMI policy. Damaged in December 2010, February 2011 and December 2011. The plaintiffs say the repairs undertaken to date by the defendant do not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiffs seek \$115,000 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	12/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Arezou Nobari:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar/Gabriella Garcia- Bell Gully, Second Defendant	YES	DISCONTINUED 23/10/2018
CIV-2016-409-000994	Worthington v Vero Insurance New Zealand Limited	General Proceeding	Property at Park Terrace, Christchurch. Covered under a Vero policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant's scope of works does not remediate all of the damage and the economic option is to rebuild the property. The plaintiffs seek \$3,178,796.25 (plus damages, interest and costs) from the defendant.	11/10/2016			Emily Walton:- Wynn Williams, Plaintiff Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 17/04/2018
CIV-2016-409-000986	Kearns v Lumley General Insurance (NZ) Limited	General Proceeding	Property at Woodlands Place, Aranui. Covered under a Westpac bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant's scope of works does not completely remediate all of the damage and the economic option is to rebuild the property. The plaintiffs seek \$557,022.98 (plus damages, interest and costs) from the defendant.	7/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss:- Counsel for plaintiffs Aaron Sherriff:- Duncan Cotterill, Defendant	YES	DISCONTINUED 11/10/2018
CIV-2016-409-000981	Pemberton v Southern Response Earthquake Services Limited	General Proceeding	Property at Caledonian Road, St Albans. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant's scope of works does not remediate all of the damage to the property. The plaintiffs seek the over-cap cost (not yet quantified but inclusive of interest and costs) from the defendant.	5/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs David Friar:- Bell Gully, Defendant	YES	DISCONTINUED 28/11/2017
CIV-2016-409-000980	Fraser v Earthquake Commission	General Proceeding	Property at Wyon Street, Linwood. Covered under a National Bank policy. Damaged in September 2010, February 2011, June 2011 and May 2012. The plaintiff says the defendant's scope of works does not completely remediate all of the damage to the property. The plaintiff seeks \$387,428.95 (plus damages, interest and costs) from the defendant.	5/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs John Knight:- Chapman Tripp, Defendant	YES	DISCONTINUED 15/08/2017
CIV-2016-409-000979	Weaver v Earthquake Commission	General Proceeding (Repairs)	Property at Wyon Street, Linwood. Covered under a National Bank Policy. Damaged in September 2010, February 2011, June 2011 and February 2016. The plaintiff says the repairs undertaken by the defendant do not completely remediate all of the damage to the property. The plaintiff seeks judgment for an amount to be determined up to \$115,000 for each of the four earthquake claims (plus damages, interest and costs) from the defendant.	4/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss:- Counsel for plaintiffs John Knight:- Chapman Tripp, Defendant	Yes	DISCONTINUED 03/08/2018
CIV-2016-409-000977	Stevenson v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Breezes Road, Aranui. Covered under an AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$339,369.99 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	4/10/2016			self-represented, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 12/06/2019
CIV-2016-409-000971	Nolan v Southern Response Earthquake Services Limited	General Proceeding	Property at Karaka Place, Somerfield. Covered under an AMI policy. Damaged in unspecified earthquakes. The plaintiff says the defendant's scope of works does not completely remediate all of the damage to the property. The plaintiff seeks the over-cap cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	3/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Noor Hamid:- Counsel for plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 17/10/2017
CIV-2016-409-000970	Williams v Southern Response Earthquake Services Limited	General Proceeding	Property at Union Street, New Brighton. Covered under an AMI policy. Damaged in September 2010, February 2011, April 2011 and December 2012. The plaintiff says the defendant's scope of works does not completely remediate all of the damage to the property. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of damages, interest and costs) from the defendant.	3/10/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 02/06/2017
CIV-2016-409-000967	Steele v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Colombo Street, St Albans. Covered under an IAG policy. Damaged in February 2011. The plaintiff says the first defendant's scope of works does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$109,704.55 (plus damages, interest and costs) from the first defendant and \$1,133,040 (plus damages, interest and costs) from the second defendant.	3/10/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 04/09/2017
CIV-2016-409-000962	McLachlan v Earthquake Commission & AA Insurance	General Proceeding (Repairs)	Property at Warden Street, Richmond. Covered under an AA policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the repairs undertaken by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	30/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Alan Sherlock:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 26/07/2018

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-409-000961	Tarling v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Mays Road, St Albans. Covered under a NZI policy. Damaged in September 2010 and February 2011. The plaintiff says the repairs undertaken to date by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken sufficient steps to settle the claim. The plaintiff seeks \$227,700 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	29/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Laura McLoughlin-Ware:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 22/08/2018
CIV-2016-409-000960	39 On Marriotts Limited v Tower Insurance Limited	General Proceeding	Property at Marriotts Road, North New Brighton. Covered under a National Bank policy. Damaged in September 2010, December 2010, February 2011 and December 2011. The plaintiff says the defendant's repair strategy does not completely remediate all of the damage to the property. The plaintiff seeks the cost to remediate the damage (not yet quantified but inclusive of interest and costs) from the defendant.	29/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Gary Davis:- Counsel for plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 02/02/2018
CIV-2016-409-000955	Lundy & Bates v Tower Insurance Limited	General Proceeding	Property at Petrie Street, Richmond. Covered under a National Bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant's repair strategy does not completely remediate all of the damage to the property. The plaintiffs seek the over-cap cost to remediate the property (not yet quantified but inclusive of damages, interest and costs) from the defendant	28/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Gary Davis:- Counsel for plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 02/02/2018
CIV-2016-409-000954	Fraser v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding (Repairs)	Property at Seascope Gardens, Bromley. Covered under a Kiwibank policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant's scope of work and limited repairs undertaking to date do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$230,000 (plus damages, interest and costs) from the first defendant and \$270,000 (plus damages, interest and costs) from the second defendant	27/09/2016			self represented- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 30/10/2019 - consented
CIV-2016-409-000942	Beaumont v Earthquake Commission & Southern Response (Discontinued) Earthquake Services Limited	General Proceeding (Repairs)	Property at Leonie Place, Aranui. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant's repairs undertaken to date do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$225,423 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	27/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss and Arezou Nobari:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar/Gabriella Garcia:- Bell Gully, Second Defendant (Discontinued)	YES	DISCONTINUED 12/03/2018
CIV-2016-409-000921	Thomson v Earthquake Commission (Discontinued) & Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Property at Carteret Place, Aranui. Covered under a Westpac bank policy. Damaged in February 2011, June 2011. The plaintiff says the defendant's scope of work and limited repairs do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$227,700 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping, temporary accommodation, stress payment, interest and costs) from the second defendant.	22/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 01/05/2018
CIV-2016-409-000919	Manhire v Rebuild Me Limited & Earthquake Commission & Lumley General Insurance (N.Z.) Limited (Discontinued)	General Proceeding (Repairs)	Property at Baynes Street, Burwood. Covered under a Westpac bank policy. Damaged in February 2011. The plaintiff says they opted out of EQC managed repair and nominated the first defendant to undertake the remedial work. The plaintiff says the repairs undertaken by the first and second defendants do not completely remediate all of the damage to the property and the third defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of damages, interest and costs) from the first defendant, \$115,000 (plus damages, interest and costs) from the second defendant and \$285,000 (plus damages, interest and costs) from the third defendant	22/09/2016			Roger Sandford, MDS Law:- Plaintiffs Tyler Brown:- Saunders Robinson Brown, First Defendant Nathaniel Walker, Russell McVeagh, Second Defendant Christopher Shannon:- Duncan Cotterill, Third Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 07/02/2020
CIV-2016-409-000917	Weeks & Independent Trustees (Canterbury) Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Martindales Road, Heathcote. Covered under an AMI policy. Damaged in February 2011 and June 2011. The plaintiffs say the defendant's repair strategy does not completely remediate all of the damage to the property. The plaintiff seeks \$368,040.19 (plus interest and costs) from the defendant.	21/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Noor Hamid:- Counsel for plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 19/02/2018
CIV-2016-409-000915	Van Polanen v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Shortland Street, Aranui. Covered under a State policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the repairs undertaken by the defendant do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$341,550 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping, temporary accommodation, stress payment, interest and costs) from the second defendant	14/09/2016			Noor Hamid/Jared Higby:- St Asaph Chambers, Plaintiff John Knight and David Neild- Chapman Tripp, First Defendant Chris Hlavac:- Young Hunter, Second Defendant	YES	DISCONTINUED 07/11/2018
CIV-2016-409-000908	Cadigan & Roberts v Tower Insurance Limited	General Proceeding	Property at Idris Road, Fendalton. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant's scope of works does not completely remediate all of the damage to the property. The plaintiffs seek \$1,245,248 (plus damages, interest and costs) from the defendant.	20/09/2016			Oliver Roberts/Laura McGoughlin-Ware:- solicitor for plaintiffs; and B G Walker, counsel acting for plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 26/04/2018
CIV-2016-409-000892	Suter-Smith v Earthquake Commission (Discontinued) & Lumley General Insurance (NZ) Limited	General Proceeding	Property at Blake Street, New Brighton. Covered under a Westpac bank policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$110,274.16 (plus damages, interest and costs) from the first defendant and \$510,128.12 (plus landscaping, temporary accommodation, stress payment, interest and costs) from the second defendant.	19/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jared Higby:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Rob Collman:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 29/03/2019
CIV-2016-409-000891	Beckett v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Wyon Street, Linwood. Covered under Westpac Bank policy. The plaintiff says the first defendant is treating the house as an under-cap repair and the second defendant has obtained three separate expert reports which come to different conclusions about repair strategies. The plaintiff says the foundations need to be rebuilt. The plaintiff alleges that the parties entered into the contract of insurance by mutual mistake and that the terms of the policy should be amended under the Contractual Mistakes Act 1977 to cover the actual floor area of the house. The plaintiff seeks reinstatement costs (yet to be quantified) against both defendants and an order that the contract of insurance be amended to cover the full extent of the house.	19/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant :- DLA Piper, Second Defendant	YES	DISCONTINUED 26/10/2017

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CIV-2016-409-000890	Seelen v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Property at Rookwood Avenue, New Brighton. Covered under a Westpac bank policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the repairs undertaken by the defendant do not completely remediate the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$455,400 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping, stress payment, interest and costs) from the second defendant.	16/09/2016			Andrew Ferguson:- Counsel for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Daniel Weatherley:- Young Hunter, Second Defendant	YES	DISCONTINUED 07/08/2020
CIV-2016-409-000888	100 Investments Limited v IAG New Zealand Limited	General Proceeding	Properties at Lichfield Street, Christchurch. Covered under an IAG policy. Damaged in September 2010, December 2010 and February 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks \$3,794,979.98 (plus interest and costs) from the defendant.	14/09/2016			Grant Smith:- solicitor for plaintiffs; and Paul Michalik, counsel acting for plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	JUDGMENT - DEFENDED HEARING 11/12/2018
CIV-2016-409-000887	Smith v Tower Insurance Limited	General Proceeding	Property at Saint Heliers Crescent, Aranui. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant's repair strategy does not completely remediate all of the damage to the property. The plaintiff seeks \$545,755.43 (plus damages, temporary accommodation, interest and costs) from the defendant.	13/09/2016			Grant Shand:- Counsel for Plaintiffs Matthew Harris/Lucy McGillivray:- Gilbert Walker, Defendant	YES	DISCONTINUED 07/05/2018
CIV-2016-409-000886	Tololi v Earthquake Commission & AA Insurance Limited	General Proceeding (Repairs)	Property at Mairerehau Road, Burwood. Covered under an AAI policy. Damaged in February 2011. The plaintiffs say the repairs undertaken by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and \$485,000 (plus damages, interest and costs) from the second defendant.	9/09/2016			Grant Shand:- Counsel for Plaintiffs John Knight:- Chapman Tripp, First Defendant Alan Sherlock:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 07/08/2018
CIV-2016-409-000885	Moody v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Properties at Bampton Street, Burwood. Covered under a Westpac bank policy. Damaged in February 2011. The plaintiffs say the repairs undertaken by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$115,000 (plus damages, interest and costs) from the first defendant and \$735,000 (plus damages, interest and costs) from the second defendant.	9/09/2016			Grant Shand:- Counsel for Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Sophie Merkin- DLA Piper, Second Defendant	YES	DISCONTINUED 29/07/2019
CIV-2016-409-000871	Fenwick v Tower Insurance Limited	General Proceeding	Property at Rutland Street, Saint Albans. Covered under a Tower policy. Damaged in all earthquakes. The plaintiff says the defendant's partial payment and repair strategy does not completely remediate all of the damage to the property. The plaintiff seeks \$1,662,050.01 (plus stress payment, interest, costs and other policy entitlements) from the defendant.	7/09/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs Martin Smith/Lucy McGillivray:- Gilbert Walker, Defendant	YES	DISCONTINUED 09/07/2018
CIV-2016-409-000866	Toogood v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Properties at Huntsbury Avenue, Wilsons Road and Claxton Place, St Martins. Covered under a Westpac bank policy. Damaged in February 2011. The plaintiffs say the repairs conducted by the first defendant do not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$105,961.97 (plus damages, interest and costs) from the first defendant and \$580,587.32 (plus damages, interest, costs and other policy entitlements) from the second defendant.	6/09/2016			Grant Shand:- Counsel for Plaintiffs Briony Davies, MinterEllisonRuddWatts, First Defendant Rick Hargreaves:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 25/05/2021
CIV-2016-409-000865	Prebbleton Hotel Limited v Earthquake Commission & Vero Insurance New Zealand Limited (Discontinued)	General Proceeding	Property at Springs Road, Prebbleton. Covered under a Vero policy. Damaged in all earthquakes. The plaintiff says the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$115,000 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	5/09/2016			Bill Dwyer:- solicitor for plaintiffs; and Jared Higby, counsel acting for plaintiffs John Knight/Chloe Fleming- Chapman Tripp, First Defendant Peter Hunt:- McElroys, Second Defendant	YES	DISCONTINUED 03/04/2019
CIV-2016-409-000864	Millar v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Bower Avenue, North New Brighton. Covered under a Westpac bank policy. Damaged in February 2011 and December 2013. The plaintiff says the defendant's scope of works does not completely remediate all of the damage to the property. The plaintiff seeks \$856,535.55 (plus stress payment, temporary accommodation, damage, interest and costs) from the defendant.	6/09/2016			Grant Shand:- Counsel for Plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 17/05/2018
CIV-2016-409-000863	Miles & Currie (as trustees of the Miles Family Trust) v Earthquake Commission (Discontinued) & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Worcester Street, Linwood. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant's repair strategy does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$165,793.85 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	5/09/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss, counsel acting for plaintiffs John Knight- Chapman Tripp, First Defendant Caroline Laband:- DLA Piper, Second Defendant	YES	DISCONTINUED 09/02/2018
CIV-2016-409-000862	Opinions Market Research Limited v QBE Insurance (International) Limited	General Proceeding	Claim in respect of two commercial premises at Lichfield Street, Christchurch Central and Esplanade, Sumner. The plaintiff says the defendant has failed or refused to pay the plaintiffs loss through business interruption, contents, loss of employee and personal effects. The plaintiff seeks payment for its losses in terms of sums yet to be quantified.	5/09/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs Virginia Wethey:- Fee Langstone, Defendant	YES	DISCONTINUED 30/08/2019
CIV-2016-409-000861	Edwards & Teague (as trustees) v IAG New Zealand Limited & Vero Insurance New Zealand Limited & Lumley General Insurance (N.Z.) Limited & Allianz New Zealand Limited	General Proceeding	Property at Cranford Street, Redwood. Covered under an Aon policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the defendants have not taken steps to settle the claim. The plaintiffs seek the cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendants.	5/09/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs Linda Hui:- DLA Piper, Defendant	YES	DISCONTINUED 24/06/2019
CIV-2016-409-000860	Trevor Kite, Anne-Marie Kite & Marriotts Trustee Company Limited (as trustees) v Tower Insurance Limited	General Proceeding	Property at Balmoral Lane, Redcliffs. Covered under Tower policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say it will cost \$3,339,314 to reinstate the property. The plaintiffs seek reinstatement costs (minus EQC payments), expenditure on consultants, damages, interest and costs from the defendant.	2/09/2016			Emily J Walton and Pip R Allan:- Wynn Williams, plaintiffs	YES	DISCONTINUED 24/11/2016
CIV-2016-409-000859	Body Corporate 353330 v Zurich Australian Insurance Limited	General Proceeding	Property at Watts Road, Sockburn. Covered pursuant to policy schedule prepared by Crombie Lockwood and insured by the defendant. The plaintiff says the building can be repaired at a cost of \$6,141,000 (plus GST). The plaintiff seeks judgment for the reinstatement cost of the damage plus interest and costs.	2/09/2016			John Abbott:- solicitor for plaintiffs and Jai Moss, counsel acting for plaintiffs Antony Holden:- DAC Beachcroft, Defendant	YES	DISCONTINUED 11/09/2018

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CIV-2016-409-000858	Macey v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Mathesons Road, Phillipstown. Covered under an AML policy. Damaged in December 2010 and February 2011. The plaintiff says the repairs undertaken by the defendant do not completely remediate all of the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$188,140 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified, but inclusive of interest and costs) from the second defendant.	2/09/2016			Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Adam Holloway:- DLA Piper, Second Defendant	YES	DISCONTINUED 14/12/2018
CIV-2016-409-000857	Jian & Guan v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Gloucester Street, Linwood. Covered under an ASB bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant's scope of works does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$153,541.07 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified, but inclusive of landscaping, stress payment, interest and costs) from the second defendant.	2/09/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Catherine Jamieson/Bridget Read:- Young Hunter, Second Defendant	YES	DISCONTINUED 15/02/2018
CIV-2016-409-000856	Serenada Lodge Limited v IAG New Zealand Limited	General Proceeding (Repairs)	Property at Foothills Road, Okuku. Covered under a NZI policy. Damaged in all earthquakes. The plaintiff says the repairs undertaken by the defendant do not completely remediate all of the damage to the property. The plaintiff seeks the cost reinstate the property (not yet quantified but up to \$2,376,000 per event plus interest and costs) from the defendant.	2/09/2016			Ngairie Smith:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs Rob Coltman:- Duncan Cotterill, Defendant	YES	DISCONTINUED 30/10/2020
CIV-2016-409-000854	Dobbie v Tower Insurance Limited	General Proceeding	Property at Barbadoes Street, Edgeware. Covered under a Tower policy. Damaged in all earthquakes. The plaintiff says the defendant has not taken sufficient steps to settle the claim. The plaintiff seeks the over-cap cost to remediate the property (not yet quantified but inclusive of landscaping, temporary accommodations, interest and costs) from the defendant.	2/09/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 22/06/2018
CIV-2016-409-000852	Body Corporate 332362 and Ors v AIG Insurance New Zealand Limited	General Proceeding	Claim in respect of unit title property at Symes Road, Wigram. The plaintiffs say the defendants assessment of the reinstatement cost is inaccurate. The plaintiffs say reinstatement will cost over \$1,000,000 but the defendant has only assessed the reinstatement cost as \$619,098.13.	2/09/2016			Michael Wolff:-Morrison Kent, Plaintiffs Antony Holden:- DAC Beachcroft, Defendant	YES	DISCONTINUED 11/09/2018
CIV-2016-409-000851	De Zwart Properties Limited v Certain Syndicates at Lloyds of London & Chubb Insurance New Zealand Limited	General Proceeding	Property at Norwich Quay, Lyttelton used for purposes of a hotel. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the defendants have failed or refused to meet their obligations under the policy because they have only offered to settle the claim for an amount less than the reinstatement cost. The plaintiff seeks declarations that the defendants must pay the reinstatement cost up to the sum insured on a per-event basis.	2/09/2016			Ben M Russell/Robin Kay:- Lane Neave, Plaintiffs Antony Holden:- DAC Beachcroft, Defendant	YES	DISCONTINUED 10/10/2017
CIV-2016-409-000850	Every Nation Christchurch Charitable Trust v AIG Insurance New Zealand Limited	General Proceeding	Property at Lochee Road, Upper Riccarton. The plaintiff says the defendant refused to accept a repair methodology proposed by the plaintiffs experts. Further, the plaintiff says the defendant suggested it will decline the claim for insurance because the plaintiff has not carried out repairs with reasonable dispatch despite being unable to begin repairs until approved by the defendant. The plaintiff seeks a declaration that the defendant is liable for the full cost to reinstate the property in accordance with the plaintiffs expert reports.	2/09/2016			Rebecca J Hopkins/Sarah Copeland:- Lane Neave, Plaintiffs Andrew Moore/Antony Holden:- Wotton Kearney, Defendant	YES	DISCONTINUED 09/04/2018
CIV-2016-409-000849	Selway v QBE Insurance (International) Ltd	General Proceeding	Claim in respect of property at Lichfield Street, Christchurch Central. Covered under sum-insured business insurance policy with the defendant. The building was demolished after the February 2011 earthquake because it was deemed unsafe by the Christchurch City Council. The plaintiffs say the defendant has failed to pay for material damage to the building, capital additions, employee personal effects, protection costs, business interruption and claims preparation costs. The plaintiffs seeks orders that the defendant must indemnify the plaintiffs up to the maximum sum-insured for each event.	2/09/2016			Jai Moss, counsel acting for plaintiffs Craig Langstone/Virginia Wethey:- Fee Langstone, Defendant	YES	DISCONTINUED 30/05/2018
CIV-2016-409-000848	Cowey v IAG New Zealand Limited	General Proceeding	Claim in respect of one unit of a unit complex at Chester Street East, Christchurch Central. The plaintiff says the insurance rights were assigned to the vendor from which the property was purchased, then subsequently assigned to the plaintiff. The plaintiff says the defendant agreed that the units have to be rebuilt but told the plaintiff that due to the assignment of the insurance rights that the maximum entitlement under the policy is payment of market value at the date that the loss occurred. The plaintiff seeks a declaration that the full terms of the policy are applicable to the plaintiffs insurance claim.	2/09/2016			Mark Brown, Geddes & Maciaszek and Richard Johnstone, Barrister Plaintiffs Paul Smith:- Duncan Cotterill, Defendant	YES	WAS STAYED on 04/09/2017; DISCONTINUED 17/09/2019
CIV-2016-409-000847	Annex Developments Limited v IAG New Zealand Limited & Peter J. Taylor & Associates Limited	General Proceeding	Claim in respect of a number of commercial buildings in Woolston. Covered under NZI policy. The plaintiff entered into a settlement agreement with the first defendant based on the belief that the aggregate amount of insurance was capped at one payment for the sum insured amount. The plaintiff seeks to set aside this agreement due to mutual mistake of the parties. The plaintiff will quantify its claim before trial.	2/09/2016			Simon Munro:- Anderson Lloyd, Plaintiffs Chris Hlavac:- Young Hunter, First Defendant Kevin Muir:- Morgan Coakle, Second Defendant	YES	DISCONTINUED 01/06/2017
CIV-2016-409-000846	Scenic Circle Hotels Limited, Body Corporate 73459 & Zurich Australian Insurance Limited v Earthquake Commission	General Proceeding	Property at Kilmore Street, Christchurch Central comprising hotel suites and apartments. The third plaintiff is an insurance company that settled the other plaintiffs claims and was assigned the insurance rights against the defendant. The third plaintiff seeks recovery from the defendant through its assigned rights and through subrogated of the other plaintiffs rights. The plaintiffs seek judgment in the amount of the defendants liability under Earthquake Commission Act 1993 to be quantified prior to trial.	2/09/2016			Anthony Holden:- DAC Beachcroft, Plaintiffs Antony Holden:- DAC Beachcroft, First Defendant John Knight:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 19/07/2017
CIV-2016-409-000845	Bruce Printing Co Limited v QBE Insurance (International) Ltd	General Proceeding	Claim in respect of a commercial building in Burnett Street, Ashburton. Covered under material damage and business interruption policy. The plaintiffs seek declarations that the policy should be applied on a per-event basis and that the material damage and business interruption losses should be calculated based on expert reports provided by the plaintiffs.	2/09/2016			S P Rennie/- AGM Whalan:- Plaintiffs	YES	DISCONTINUED 18/10/2016
CIV-2016-409-000843	Body Corporate 73209 v Certain Underwriters at Lloyds of London	General Proceeding	Property at Maces Road, Bromley. The plaintiff says the property was damaged by earthquake and that the defendant has not reinstated the property. The plaintiff seeks a declaration that the damage to the property must be reinstated to the policy standard.	2/09/2016			A N Riches:- Plaintiffs Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 20/06/2019
CIV-2016-409-000842	King & Christey-King v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property consisting warehouses at Oakford Close, Riccarton. Covered under IAG policy. The plaintiffs say the defendants have breached their obligations under Earthquake Commission Act 1993 and the policy by failing to pay for the repair works required to reinstate the building. The plaintiffs seek declarations that the defendants are liable to pay the cost of repairs and other requisite works.	2/09/2016			G J Ryan:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Caroline Laband /Sophie Merkin:- DLA Piper, Second Defendant	YES	DISCONTINUED 30/10/2019

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-409-000841	Body Corporate 394768 v IAG New Zealand Limited & Bates Building Limited	General Proceeding	Property consisting warehouses at Foremans Road, Islington. Covered under IAG policy. The plaintiff says the defendant has breached the policy by failing to pay for the repair works required to reinstate the building. The plaintiff seeks declarations that the defendant is liable to pay the cost of repairs and other requisite works.	2/09/2016			G J Ryan:- Plaintiffs Paul McGilivray:- Duncan Cotterill, Defendant Andrew Riches:- Saunders & Co, Solicitor for the third party	YES	DISCONTINUED 08/10/2019
CIV-2016-409-000840	Body Corporate 396350 v Vero Insurance New Zealand Limited, Vero Liability Insurance Limited, New Zealand Insurance Limited & IAG New Zealand Limited	General Proceeding	Property at 6 Cone Street, Rangiora. The property consists of commercial units within three buildings. Covered under a policy with all of the defendants. Damaged in September 2010, December 2010, February 2011, June 2011 and December 2011. The plaintiff says the defendant has breached the policy by failing to pay the cost of repairs. The plaintiff seeks declarations that the defendant is obligated to carry out the repair works and any other requisite works to reinstate the building.	2/09/2016			G J Ryan:- Plaintiffs Alan Sherlock:- Hesketh Henry, Defendants	YES	DISCONTINUED 23/10/2019
CIV-2016-409-000839	Santa Harvs Limited v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of a hotel at Papanui Road, Merivale. Covered under a Vero policy for plant and contents. The plaintiff says the defendant with the building owner has proposed a repair methodology that will result in damage to the plaintiffs plant and contents. The plaintiff says this is a manifestation of an intention to breach the policy of insurance. The plaintiff seeks the replacement value sum of \$172,500, loss of rent, damages, interest and costs from the defendant.	2/09/2016			B R D Burke:- Plaintiffs Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 24/08/2017
CIV-2016-409-000838	Body Corporate 346032 v Lumley General Insurance (NZ) Limited	General Proceeding (Repairs)	Property consisting of 24 units in two buildings at Tanya Street, Bromley. Covered under Lumely policy. The plaintiff says the defendant has breached the policy by failing to pay for the repair works required to reinstate the building. The plaintiff seeks declarations that the defendant is liable to pay the cost of repairs and other requisite works.	2/09/2016			Stuart Stock, White Fox and Jones:- Plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 05/07/2022
CIV-2016-409-000837	Body Corporate 73283 v IAG New Zealand Limited	General Proceeding	Claim in respect of unit title property at Gasson Street, Sydenham. Covered under IAG policy. The plaintiff says the defendant has failed or refused to pay for the required repair works to the building. The plaintiff seeks declarations that the defendant is obligated to carry out the repair works and any other requisite works to reinstate the building.	2/09/2016			G J Ryan:- Plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 11/09/2019
CIV-2016-409-000836	Body Corporate 423090 v QBE Insurance (International) Limited & QBE Insurance (Australia) Limited	General Proceeding	Property comprising a unit title development at Gloucester Street, Christchurch. Covered under sum-insured QBE policy for material damage and business interruption. The plaintiff says the defendant paid for repair works but the building has not been completely repaired and still has unrepaired damage. The plaintiff seeks the further cost of repairing the building.	2/09/2016		Decision Reserved - 22/06/2022	Iain Thain:- DLA Piper, Plaintiffs Craig Langstone:- Fee Langstone, Defendant	NO	Ready List Entry Date: 28/09/2021 Fixture Date: 09/05/2022 Estimated Hearing Days: 30.0
CIV-2016-409-000835	Higginson v QBE Insurance (International) Limited	General Proceeding	Property at Gardenhill Lane, Redcliffs. Covered under a Tower property policy and a QBE contract works policy. The property had pre-existing weathertightness issues that were in the process of being fixed. The contract works policy covered the contract value, materials and the existing property including demolition and removal of debris. Damaged in September 2010, February 2011 and June 2011. The property was subject to double insurance because Tower and QBE policies both covered material damage to the existing property. Tower avoided the policy leaving only QBE insurance cover. The property had scaffolding erected for the period between February 2011 and March 2016. The plaintiff says QBE is obligated to pay the cost of reinstatement up to the sum-insured limit and also cover the cost of scaffolding.	2/09/2016			T J Brown:- Plaintiffs Craig Langstone:- Fee Langstone, Defendant	YES	DISCONTINUED 23/05/2017
CIV-2016-409-000833	Black Rock Administration Limited v IAG New Zealand Limited	General Proceeding	Claim in respect of common property of a sub division at Charteris Bay. The plaintiff seeks the reinstatement costs up to the sum insured of \$274,667.80 (plus GST) and claims preparation costs.	2/09/2016			A J Summerlee/P A Cowey:- Plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 16/08/2018
CIV-2016-409-000832	Adams & Gray (as trustees of the Adams Family Commercial Property Trust) v IAG New Zealand Limited	General Proceeding	Claim in respect of two properties at Battersea Street, Sydenham and one property at Durham Street, Sydenham. In each case, the plaintiffs say the properties have been structurally damaged by earthquakes and that the defendant has breached the policy of insurance by denying that it is liable to indemnify the plaintiffs for the extent of the damage claimed by the plaintiffs. The plaintiffs seek reinstatement costs, interest and costs.	2/09/2016			Hamish Grant/D R Bigio/A J Steel:- Plaintiffs Paul Smith:- Duncan Cotterill, Defendant	Yes	DISCONTINUED 15/01/2019
CIV-2016-409-000831	Ritchie v Earthquake Commission (discontinued) & Lumley General Insurance (NZ) Limited	General Proceeding	Property at Palmers Road, New Brighton. Covered under a Lumley policy. The plaintiffs say the defendants have not made payment for the cost of reinstatement necessary due to earthquake damage to the house. The plaintiffs seek declarations that the work required is that set out in their expert reports (plus any amounts owing, interest and costs).	1/09/2016			J E Bayley:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant (discontinued) Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 23/08/2018
CIV-2016-409-000830	Avon Electric Limited v IAG Insurance New Zealand Limited	General Proceeding	Commercial building at Taurus Place, Bromley. Covered under a business interruption and material loss policy with IAG. The plaintiff says it suffered business losses through loss of gross profit, increased costs of working, claim preparation costs and loss of contents. The plaintiff says the defendant has breached the contract of insurance by failing to investigate and settle the claim. The plaintiff claims \$1,222,817.24 (plus interest and costs) from the defendant.	1/09/2016			S P Rennie/ AGM Whalan:- Plaintiffs Rob Coltman:- Duncan Cotterill, Defendant	YES	CONSOLIDATED WITH CIV-2016-409-743 23/02/2017
CIV-2016-409-000829	IBIS House Recovery Limited v Vero Insurance New Zealand Limited	General Proceeding	Commercial property at 183 Hereford Street, Christchurch Central. Covered under a sum-insured, reinstatement insurance policy with Vero. The plaintiff and the defendant entered into a settlement agreement in March 2012. The plaintiff says the defendant did not advise the plaintiff of its entitlements under the policy in breach of its obligations under the policy and the duty of good faith. The plaintiff alleges breach of contract and mistake and seeks orders that the settlement agreement be set aside and the claims be reassessed.	1/09/2016			S P Rennie/ AGM Whalan:- Plaintiffs Craig Langstone:- Fee Langstone, Defendant	YES	DISCONTINUED 19/09/2017
CIV-2016-409-000828	Park Lane Trustees (Redmond) Limited & Stayrod Trustees (Redmond) Limited as trustees of Ballylough Trust v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of eleven commercial properties around Christchurch. Covered under a Vero policy arranged through a broker. Sum insured of \$6,278,000 across all of the buildings. The plaintiffs obtained expert reports as to the repair methodology and cost of reinstatement for the buildings. The plaintiff says the defendant has breached the contract and the duty of good faith because it has failed or neglected to pay the cost of reinstatement or claims preparation costs. The plaintiff claims \$6,278,000 for earthquake repairs, \$168,869.91 for claims preparation costs, interest and costs.	1/09/2016			Susan Dwight:- Cavell Leitch, Plaintiffs David Friar:- Bell Gully, Defendant	YES	DISCONTINUED 24/09/2018

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CIV-2016-409-000827	Nijman v Earthquake Commission & Vero Insurance New Zealand Limited & IAG New Zealand Limited	General Proceeding	Properties at Stratford Street, Cox Street and Aikmans Road, Merivale. Covered under a Vero policy. Damaged in February 2011. The plaintiffs say the payment made by the first defendant does not meet the obligated amount under Earthquake Commission Act 1993 and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$329,774.70 (in total across all properties plus damages, interest and costs) from the first defendant and \$1,242,715.94 (across all properties plus landscaping, stress payment, damages, interest and costs) from the second defendant.	1/09/2016			Peter Woods, Anthony Harper - Counsel for Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second and Third Defendants	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 24/04/2020
CIV-2016-409-000826	Jolly v Earthquake Commission Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Halsey Street, New Brighton. Covered under a Vero policy. Damaged in February 2011. The plaintiff says the repair work undertaken by the defendant has not completely remediated all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$113,850 (plus damages, interest and costs) from the first defendant and \$236,743 (plus damages, interest and costs) from the second defendant.	1/09/2016			Grant Shand:- Counsel for Plaintiffs	YES	DISCONTINUED 22/12/2016
CIV-2016-409-000825	G Force Limited v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Cashel Street, Christchurch Central. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the payment made by the first defendant does not meet the obligated amount under Earthquake Commission Act 1993 and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$1,516,414.50 (plus interest and costs) from the first defendant and \$2,569,728 (plus lost rent, interest and costs) from the second defendant.	1/09/2016			Peter Woods, Anthony Harper, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 15/06/2020
CIV-2016-409-000824	Nijman v Earthquake Commission & Vero Insurance New Zealand Limited (Discontinued) & IAG New Zealand Limited (Discontinued)	General Proceeding	Properties at Tancred Street, Linwood. Covered under a Vero policy. Damaged in February 2011. The plaintiffs say the defendant has not made full payment to the plaintiffs as obligated under Earthquake Commission Act 1993 and the second defendant has not taken steps to settle the claim. The plaintiffs seek a total of \$244,168.40 (plus interest and costs) from the first defendant and a total of \$232,179.20 (plus stress payment, damages, interest and costs) from the second defendant.	1/09/2016			Peter Woods, Anthony Harper- Counsel for Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second and Third Defendants	YES	DISCONTINUED 03/09/2019
CIV-2016-409-000823	Spot On Enterprises Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Defoe Place, Waltham. Covered under a Vero policy for material damage, loss of profits and other forms of business insurance. The plaintiff says the September 2010 and February 2011 earthquakes caused damage to the building, damage to plant and contents, additional costs of working, loss of profits, loss of stock and required the plaintiff to incur claims preparation costs. The plaintiff says the defendant has breached the policy by failing to pay the insurance claims made by the plaintiff. The plaintiff claims for the September 2010 earthquake \$482,881.67 (plus GST, other amounts, interest and costs) and for the February 2011 earthquake \$569,145.31 (GST, other amounts, interest and costs).	1/09/2016			Pearse Smyth/Austin Forbes- Plaintiff Peter Hunt:- McElroys, Solicitor for the defendant	YES	DISCONTINUED 16/10/2018
CIV-2016-409-000822	Quinn v Earthquake Commission & Lumley General Insurance (N.Z.) Limited (Discontinued)	General Proceeding (Repairs)	Property at Vancouver Crescent, Wainoni. Covered under a Westpac bank policy. Damaged in September 2010, February 2011, June 2012 and December 2012. The plaintiff says the work undertaken to date by the defendant has not completely remediated all of the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$298,097.15 (plus damages, interest and costs) from the first defendant and \$329,269.71 (plus damages, interest and costs) from the second defendant.	1/09/2016			Grant Shand:- Counsel for Plaintiffs John Knight:- Chapman Tripp, First Defendant Caroline Laband:- DLA Piper, Second Defendant	YES	DISCONTINUED 09/08/2018
CIV-2016-409-000821	Iron Holdings Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Halswell Junction Road, Halswell. Covered under a Vero policy. The plaintiffs say they were assigned rights to the insurance claim/s by the owners of the property at the time of the damage. The plaintiffs say there was more damage to the property than originally assessed by the defendant. The plaintiffs say the defendant refuses to carry out the terms of the policy because it will not pay the cost of reinstatement. To the contrary, the plaintiffs say the defendant will only agree to pay indemnity value if the plaintiff can show that the policy responds to the claims at all. The plaintiff seeks a remedy under s 50 of the Property Law Act 2007 to the effect that the defendant is obligated to provide reinstatement cover in accordance with the assigned insurance rights.	1/09/2016			Ben Russell/Sarah Copeland:- Lane Neave, Plaintiffs Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 13/10/2017
CIV-2016-409-000820	Lallu v QBE Insurance (International) Limited	General Proceeding	Property at Manchester Street, Christchurch. Covered under a QBE policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks \$1,574,625 (plus damages, interest and costs) from the defendant.	1/09/2016			Pearse Smyth/Austin Forbes- Plaintiff Craig Langstone:- Fee Langstone, Defendant	YES	DISCONTINUED 11/05/2017
CIV-2016-409-000819	Ferguson v Southern Response Earthquake Services Limited	General Proceeding	Property at Halswell Road, Halswell. Covered under an AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the defendant has not taken steps to settle the claim. The plaintiffs seek \$836,697.98 (plus damages, interest and costs) from the defendant.	1/09/2016			Grant Shand:- Counsel for Plaintiffs David Friar:- Bell Gully, Defendant	YES	DISCONTINUED 22/11/2017
CIV-2016-409-000818	Little Company of Mary - New Zealand v IAG New Zealand Limited	General Proceeding	Claim in respect of flats at Durham Street, Christchurch Central and a residential dwelling at Caledonian Road, St Albans. Covered under NZI policy. Damaged in earthquakes on 4 September 2010. The plaintiff says the defendant has delayed payment of insurance proceeds and claims preparation costs. The plaintiff also seeks damages, interest and costs from the defendant.	1/09/2016			J M Shingleton/ KW Clay:- Plaintiffs :- DLA Piper, Defendant	YES	DISCONTINUED 07/03/2017
CIV-2016-409-000817	Body Corporate Number 73192 v Vero Insurance New Zealand Limited	General Proceeding	Properties at Horseshoe Lake Road and Golf Links Road, Shirley. Covered under a Vero policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the properties (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Alan Sherlock:- Hesketh Henry, Defendant	YES	DISCONTINUED 05/11/2021
CIV-2016-409-000816	Self-Realization Meditation And Healing Centre Charitable Trust (New Zealand), v IAG New Zealand Limited	General Proceeding	Properties at Sawyers Arms Road and Highested Road, Bishopdale. Covered under a State policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the properties (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Paul Smith:- Duncan Cotterill, Defendant	YES	DISCONTINUED 13/09/2021 Ready List Entry Date: 02/10/2018
CIV-2016-409-000815	McMaster v Southern Response Earthquake Services Limited	General Proceeding	Property at Whincops Road, Halswell. Covered under an AMI policy. Damaged between September 2010 and February 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shihe Lawyers, Plaintiffs David Friar/Olivia Depont:- Bell Gully, Defendant	YES	DISCONTINUED 21/02/2018

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CIV-2016-409-000813	Body Corporate 81822 v QBE Insurance (Australia) Limited	General Proceeding	Claim in respect of commercial units at Riccarton Road, Riccarton. Damaged in September 2010 and February 2011. The plaintiff says the defendant offered to cash settle based on the cost of reinstatement but made certain deductions that are not allowed for under the policy of insurance. The plaintiff appointed its own engineering consultancy to report on the damage and required reinstatement methods. The plaintiff says the defendant has failed or refused to meet the cost of reinstatement required under the policy of insurance. The plaintiff claims the cost of reinstatement, damages, interest and costs.	1/09/2016		Fixture, 15 days on 15/07/2022	Glenn Jones, Jackie Frampton, Lane Neave, Plaintiff Craig Langstone, Virginia Wethey, Fee Langstone, Defendants	YES	DISCONTINUED 16/08/2021 Ready List Entry Date: 20/09/2019 Fixture Date: 15/07/2022 Estimated Hearing Days: 15.0
CIV-2016-409-000812	Kraak v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Michaels Road, Tai Tapu. Covered under a NZI policy. Damaged between September 2010 and December 2011. The plaintiff says the first defendant's scope of works does not remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$115,000 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Bridget Read:- Young Hunter, Second Defendant	YES	DISCONTINUED 20/12/2019
CIV-2016-409-000811	Jackson Sheet Metals Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Orbell Street, Sydenham. Covered under a Vero policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Craig Langstone:- Fee Langstone, Defendant	YES	DISCONTINUED 22/02/2017
CIV-2016-409-000810	Ernst v Earthquake Commission (Discontinued) & Lumley General Insurance (NZ) Limited	General Proceeding	Property at Sandra Street, New Brighton. Covered under a Westpac bank policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant's scope of works does not remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$115,000 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs John Knight:- Chapman Tripp, First defendant Paul Smith:- Duncan Cotterill, Second defendant	YES	DISCONTINUED 24/10/2018
CIV-2016-409-000808	Duncraft v Vero Insurance New Zealand Limited	General Proceeding	Properties at Lawson Street, Christchurch. Covered under a Vero policy. Damaged between September 2010 and December 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Alan Sherlock:- Hesketh Henry, Defendant	YES	DISCONTINUED 24/04/2018
CIV-2016-409-000807	Duncraft v Vero Insurance New Zealand Limited	General Proceeding	Property at Elgin Street, Christchurch. Covered under a Vero policy. Damaged in September 2010 and December 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Alan Sherlock:- Hesketh Henry, Defendant	YES	DISCONTINUED 24/04/2018
CIV-2016-409-000806	Duncraft v Vero Insurance New Zealand Limited	General Proceeding	Property at Buchan Street, Christchurch. Covered under a Vero policy. Damaged in September 2010 and December 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Alan Sherlock:- Hesketh Henry, Defendant	YES	DISCONTINUED 09/07/2018
CIV-2016-409-000805	Canterbury Fuschia Centre N.Z. Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Grafton Street, Waltham. Covered under a Vero policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 06/08/2018
CIV-2016-409-000804	Byron Street Investments and Body Corporate Number 51469 v Vero Insurance New Zealand Limited	General Proceeding	Property at Byron Street, Sydenham. Covered under a Vero policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks the cost to remediate the property (not yet quantified but inclusive of interest and costs) from the defendant.	1/09/2016		Fixture - 5 days	Andrew Hooker/Tiffany Sauni:- Shine Lawyers, Plaintiffs Alan Sherlock:- Hesketh Henry, Defendant	YES	DISCONTINUED 20/12/2019
CIV-2016-409-000803	Birchs Road Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Birchs Road, Christchurch. Covered under a State policy. Damaged between September 2010 and December 2011. The plaintiff says the first defendant's scope of works does not remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$115,000 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	1/09/2016			Susan Dwight:- Cavell Leitch, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 26/09/2019
CIV-2016-409-000802	A.S.K. Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Laurence Street, Waltham. Covered under a State policy. Damaged between September 2010 and December 2011. The plaintiff says the first defendant's scope of works does not remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$115,000 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	1/09/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Kate Rouch:- Chapman Tripp, First Defendant Ross Armstrong:- Young Hunter, Second Defendant	YES	DISCONTINUED 08/12/2016
CIV-2016-409-000800	Barnard v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Bealey Road, Leeston. Covered under a NZI policy. Damaged between September 2010 and December 2011. The plaintiff says the first defendant's scope of works does not completely remediate all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$115,000 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified, but inclusive of interest and costs) from the second defendant.	1/09/2016		Transferred to District Court 08/10/2018	Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Brad Cuff:- DLA Piper, Second Defendant	YES	TRANSFERRED TO DISTRICT COURT 08/10/2018
CIV-2016-409-000797	Medicago Limited v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of a motel at Papanui Road, Merivale. Damaged in September 2010 and February 2011. The plaintiff says the defendant has breached the policy by failing to effect reinstatement of the insured property in a reasonable and timely fashion. The plaintiff claims \$1,755,000 (minus payments from Earthquake Commission, excess and the difference between the cost of reinstatement and the sum insured).	31/08/2016			John Lucas:- Lucas & Lucas, solicitor for plaintiffs; and Chris Boys, counsel acting for plaintiffs Peter Hunt/Suzanne Casey:- McElroys, solicitors for the defendant	YES	DISCONTINUED 04/09/2017
CIV-2016-409-000796	Hodge v IAG New Zealand Limited	General Proceeding	Claim in respect of commercial property at Springs Road, Hornby which is used as a storage facility. Damaged in September 2010, February 2011 and June 2011. The plaintiffs seek the cost of reinstatement on a per-event basis, payment of indemnity value and additional fees and costs.	31/08/2016			Peter Woods:- Anthony Harper, Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Chris Hlavac:- Young Hunter, Second Defendant	YES	DISCONTINUED 09/10/2020

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-409-000795	Stewart & King v IAG New Zealand Limited	General Proceeding	Property at Blenheim Road, Upper Riccarton comprising two buildings used for commercial purposes. The plaintiff says the property was damaged in September 2010, February 2011 and June 2011. The plaintiff says the reinstatement quotation provided by the defendant expressly excludes engineers fees, consent fees, contract works insurance, asbestos removal, removal and relocation of plant/machinery and GST. The plaintiff seeks payment of the full reinstatement cost and at a minimum the indemnity value of the property.	31/08/2016			Peter Woods:- Anthony Harper, Plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 03/10/2017
CIV-2016-409-000794	Fendalton Holdings (2016) Limited & Anor v IAG New Zealand Limited	General Proceeding	Claim in respect of two properties at Bryndwr Road, Bryndwr. Used for purpose of a care home. Covered under material damage insurance policy with NZI. The plaintiff says the properties were damaged in September 2010 and February 2011. The plaintiffs says it will cost \$3,924,780 (plus GST) to reinstate the properties. The plaintiffs seek the cost of reinstatement on a per-event basis, payment of indemnity value and additional fees and costs.	31/08/2016			Peter Woods:- Anthony Harper, Plaintiffs Paul Smith:- Duncan Cotterill, Defendant	YES	DISCONTINUED 04/09/2017
CIV-2016-409-000793	Elmswood Court Holdings Limited & Anor v IAG New Zealand Limited	General Proceeding	Property at Wairakei Road, Bryndwr. Used for purposes of a rest home. Covered under material damage insurance policy with IAG. The plaintiff says the cost to reinstate the property will be \$7,017,325 (plus GST). The plaintiff says the property was damaged in September 2010 and February 2011. The plaintiff seeks the cost of reinstatement on a per-event basis, payment of indemnity value and additional fees and costs.	31/08/2016			Peter Woods:- Anthony Harper, Plaintiffs Paul Smith:- Duncan Cotterill, Defendant	YES	DISCONTINUED 16/12/2019
CIV-2016-409-000791	Scotchbrook v Southern Response Earthquake Services Limited	General Proceeding	Property at Great Gables Lane, Huntsbury. Covered under an AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the economic option is to rebuild the house and the defendant's proposed repair strategy does not completely remediate all of the damage to the property. The plaintiffs seek \$2,000,000 (plus damages, interest and costs) from the defendant.	31/08/2016		Fixture, 10 days on 30/08/2021	Rachel Walsh, Clark Boyce, Plaintiffs Emily Walton, Wynn Williams, Defendant	YES	DISCONTINUED 10/08/2021 Ready List Entry Date: 13/04/2021 Fixture Date: 30/08/2021 Estimated Hearing Days: 15.0
CIV-2016-409-000790	Shimleigh Investments Limited v IAG New Zealand Limited	General Proceeding	Property at Newnham Terrace, Upper Riccarton. Covered under a State policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant's proposed strategy does not completely remediate all of the damage to the property. The plaintiff seeks \$570,000 (plus interest and costs) from the defendant.	31/08/2016			Grant Shand:- Counsel for plaintiffs :- DLA Piper, Defendant	YES	DISCONTINUED 10/07/2017
CIV-2016-409-000789	Dobson v Southern Response Earthquake Services Limited	General Proceeding	Property at Weir Place, Hoon Hay. Covered under an AMI policy. Damaged in February 2011. The plaintiffs say the economic option is to rebuild the property and the cash offer made by the defendant is insufficient to completely remediate all of the damage to the property. The plaintiffs seek \$1,655,417.20 (plus damages, interest and costs) from the defendant.	31/08/2016			Sam Hider and Stephanie Grieve:- Solicitor and Counsel for plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 17/05/2019
CIV-2016-409-000788	Diggs v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Penruddock Rise, Westmorland. Covered under a Vero policy. Damaged in February 2011. The plaintiffs say the repairs conducted by the first defendant do not completely remediate the underlying damage to the house and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$113,850 (plus temporary accommodation, damages, interest and costs) from the first defendant and \$685,000 (plus damages, interest and costs) from the second defendant.	31/08/2016		Fixture - 7 days after 17/04/2020	Karl Robinson, Shine Lawyers:- Counsel for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Cecily Brick:- Fee Langstone, Second Defendant	YES	DISCONTINUED 12/11/2019
CIV-2016-409-000787	Crester Holdings Limited v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of two separate properties at Cass Street, Sydenham and Sandford Street, Sydenham. Covered under Vero policy. Damaged in September 2010 and February 2011. The plaintiff seeks the reinstatement cost (up to the sum insured of \$460,000 per event) for the Cass Street property and the reinstatement cost for the Sandford Street property (up to the sum insured of \$483,000 per event).	31/08/2016			Grant Shand:- Counsel for plaintiffs Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 02/09/2019
CIV-2016-409-000786	JBK Trustees Limited v IAG New Zealand Limited	General Proceeding	Property at Wainoni Road, Avondale. Covered under IAG policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff seeks declarations, inter alia, that the defendant is obligated to settle based on a per-event, sum-insured basis for the cost of reinstatement of the buildings. the plaintiff also seeks interest and costs.	30/08/2016			Ed Bayley:- Rhodes & Co, Plaintiff Chris Hlavac:- Young Hunter, Defendant	YES	STRUCK OUT 27/04/2018
CIV-2016-409-000785	Taylor v Earthquake Commission & Southern Response Earthquake Services Limited (Discon)	General Proceeding	Property at Ashley Gorge Road, Oxford. Covered under an AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the first defendant's repair strategy does not completely remediate the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$325,593.79 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	30/08/2016			Noor Hamid/Zoe Caughey, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant (DISCONTINUED)	YES	DISCONTINUED 06/11/2018
CIV-2016-409-000784	Rasmussen & Cole v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding (Repairs)	Property at Sandown Crescent, Aranui. Covered under an ANZ bank policy. Damaged in September 2010, February 2011 and February 2016. The plaintiffs say the first defendant's limited repairs and scope of works do not completely remediate the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$224,881.68 (plus damages and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified, but inclusive of landscaping, temporary accommodation, contents storage and costs) from the second defendant.	30/08/2016			Gary Davis/Arezou Nobari:- counsel for Plaintiff Martin Smith:- Gilbert Walker, First Defendant John Knight:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 06/06/2018
CIV-2016-409-000781	The University of Canterbury Rugby Football Club Incorporated v Zurich Australian Insurance Limited	General Proceeding	Claim in respect of buildings at Waimairi Road, Ilam. The plaintiff says the defendant has failed or refused to investigate the plaintiffs insurance claim and that it cannot proceed with reinstatement until the claim is determined. The plaintiff seeks declarations, inter alia, that the defendant is obligated to settle based on a per-event, sum-insured basis for the cost of reinstatement of the buildings. the plaintiff also seeks interest and costs.	29/08/2016			S P Rennie:- Plaintiffs Antony Holden:- DAC Beachcroft, Defendant	YES	DISCONTINUED 02/11/2018
CIV-2016-409-000780	Settlers Crescent Partnership v IAG New Zealand Limited	General Proceeding	Several commercia buildings at Settlers Crescent, Ferrymead. Covered under IAG policy. The plaintiff says the defendant has failed to properly investigate and determine the insurance claim for earthquake damage to the commercial buildings. The plaintiff says the defendant did not properly advise of the entitlements under the policy and the defendant paid less than the entitlements available under the policy. In particular, the plaintiff says the defendant settled the February 2011 insurance claim/s without any reference to the additional earthquake events that followed despite the policy being formulated on a per-event basis. The plaintiff seeks declarations that the settlement agreements only apply to the February 2011 event and that the remaining events are to be assessed based on the proper entitlements under the policy.	29/08/2016			S P Rennie:- AGM Whalan:- Plaintiffs Grant MacDonald:- DLA Piper, Defendant	YES	JUDGMENT - DEFENDED HEARING 25/10/2018 COURT OF APPEAL MILESTONES: CA717/18 Filed 22/11/18 Abandoned 20/3/19

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CIV-2016-409-000779	Kensal Investments Limited v IAG New Zealand Limited	General Proceeding	Claim in respect of building at Braeburn Drive, Hornby. Covered under an IAG policy for material damage and business interruption. The plaintiff says the defendant has failed to assess the damage, failed to advise of entitlement under the policy and failed to pay those entitlements. The plaintiff seeks declarations that the property was damaged and the defendant must assess the plaintiffs claim in accordance with its duties to the plaintiff.	29/08/2016			S P Rennie:- Plaintiffs Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 12/03/2018
CIV-2016-409-000777	P D Currie and B J Currie v Earthquake Commission (Discontinued) & Southern Response earthquake Services Limited	General Proceeding (Repairs)	Property at Gayhurst Road, Dallington. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the work undertaken by the first defendant does not completely remediate all of the damage to the property and the second defendant has not take steps to settle the claim. The plaintiffs seek \$227,700 (plus damages, interest and costs) from the first defendant and \$570,000 (plus damage, interest and costs) from the second defendant.	29/08/2016			Grant Shand:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 05/10/2018
CIV-2016-409-000775	Mackenzie v Earthquake Commission & Southern Response earthquake Services Limited	General Proceeding	Property at St Johns Street, Woolston. Covered under and AMI policy. Damaged in February 2011. The plaintiffs say the repairs done by the first defendant have not completely remediated the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and \$285,000 (plus damages, interest and costs) from the second defendant.	29/08/2016			Grant Shand:- Counsel for plaintiffs John Knigh/Melanie Hayes:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 31/01/2019
CIV-2016-409-000774	Whitla v Southern Response Earthquake Services Limited	General Proceeding	Property at Reginald Street, Burwood. Covered under an AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff says the repair strategy proposed by the first defendant does not completely remediate all of the damage and the economic option is to rebuild the property. The plaintiff seeks \$901,518.20 (plus damages, interest and costs) from the defendant.	29/08/2016			Grant Shand:- Counsel for plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 25/02/2019
CIV-2016-409-000773	Segaran v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding (Repairs)	Property at Melrose Street, Richmond. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the work undertaken by the defendant has not completely remediated all of the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$153,450 (plus damages, interest and costs) from the first defendant and \$245,000 (plus damages, interest and costs) from the second defendant.	29/08/2016			Grant Shand:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 10/07/2018
CIV-2016-409-000772	Moulin v Earthquake Commission & Southern Response earthquake Services Limited	General Proceeding (Repairs)	Property at Stanmore Road, Linwood. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the work undertaken to date by the defendant has not completely remediated all of the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$202,159.96 (plus damages, interest and costs) from the first defendant and \$241,673.16 (plus damages, interest and costs) from the second defendant.	29/08/2016			Caro Moulin - self-represented Nathaniel Walker, Russell McVeagh, First Defendant Emily Walton/Bethany Entwistle/Jonathan Pow- Wynn Williams, Second Defendant	YES	TRANSFERRED TO CANTERBURY EARTHQUAKE INSURANCE TRIBUNAL 14/02/2020
CIV-2016-409-000767	Majestic Grow Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Kilmore Street, Christchurch Central. Covered under IAG policy. Insurance rights assigned by previous owners to the second plaintiff. The plaintiffs say the defendant is obligated to pay the reinstatement cost by reference to the cost of repairing or rebuilding any damaged buildings. The plaintiffs say the defendant has not adequately assessed or determined the damage to the buildings. The plaintiffs seek declarations, inter alia, that the defendant must settle the claims on a per-event basis with the damage and reinstatement cost to be based on the plaintiffs expert reports.	26/08/2016			S P Rennie/ AGM Whalan:- Plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Chris Hlavac:- Young Hunter, Second Defendant	YES	DISCONTINUED 04/03/2021
CIV-2016-409-000766	Body Corporate 61881 v Vero Insurance New Zealand Limited & Vero Liability Insurance Limited & IAG New Zealand Limited	General Proceeding	[Discontinued prior to service of notice on defendants]	26/08/2016			S P Rennie/ AGM Whalan:- Plaintiffs	YES	DISCONTINUED 19/09/2016
CIV-2016-409-000765	FibreTech Holdings Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Kennaway Road, Woolston. Covered under a Vero sum-insured policy. Damaged in particular by the earthquakes on 4 September 2010, 22 February 2011 and 13 June 2011. The plaintiff says the defendant has not properly investigated the claim or advised the plaintiff of its entitlements under the policy. The plaintiff seeks declarations, inter alia, that the insurance policy is on a per-event basis and that the cost to reinstate the building is \$3.99m apportioned over three earthquake events.	26/08/2016			S P Rennie/ AGM Whalan:- Plaintiffs Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 15/05/2018
CIV-2016-409-000764	Shum Oi Lee, Shirley Lee & Andrew Lee (as trustees of the Allan Lee Family Trust) v IAG New Zealand Limited	General Proceeding	Properties at Manchester Street, Christchurch. Covered under an IAG policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not acknowledged its liability to the plaintiffs and has not taken steps to settle the claim. The plaintiffs seek \$2,327,443 (plus interest and costs) from the defendant.	25/08/2016			A J Summerlee/P A Cowey:- Plaintiffs Richard Raymond QC, Barrister and Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 22/04/2020
CIV-2016-409-000763	Nielsen v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Frederick Street, Linwood. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant's scope of works does not completely remediate the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$230,000 from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	25/08/2016			Self-represented, Plaintiff Nathaniel Walker, Russell McVeagh, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 09/12/2019
CIV-2016-409-000762	Dray v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Waller Terrace, Christchurch. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiff says the scope of works provided by the first defendant does not completely remediate the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$230,000 plus interest and costs from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	25/08/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiff John Knight:- Chapman Tripp, First Defendant (DISCONTINUED) David Friar/Morgan Powell/Becky Morris:- Bell Gully, Second Defendant	YES	DISCONTINUED 16/10/2018
CIV-2016-409-000761	Bray & Ward v Vero Insurance New Zealand Limited	General Proceeding	Property at St Andrews Square, Strowan. Covered under a Vero policy. Damaged in September 2010 and February 2011. The plaintiffs say the repairs undertaken to date by the defendant have not sufficiently remediated all of the damage to the property. The plaintiffs seek the cost to repair the damage to the standard as specified by the plaintiffs' engineer's scope of works (not yet quantified, but inclusive of interest and costs) from the defendant.	25/08/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiff Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 30/11/2018
CIV-2016-409-000760	Wickes v Vero Insurance New Zealand Limited	General Proceeding	[Discontinued prior to service of notice on defendants]	25/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff	YES	DISCONTINUED 19/09/2016
CIV-2016-409-000759	Black v IAG New Zealand Limited	General Proceeding	Commercial building at Edgeware Road, St Albans. The plaintiff says the defendant has failed or refused to settle the insurance claim on a per-event basis. The plaintiff seeks declarations, inter alia, that the defendant is obligated to settle the claim on a per-event basis and in terms of the scope of repair proposed by the plaintiffs expert.	25/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Chris Shannon:- Duncan Cotterill, Defendant	YES	DISCONTINUED 23/01/2018

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CIV-2016-409-000755	Lancer Racing Limited v IAG New Zealand Limited & Ors	General Proceeding	Mixed industrial/residential property at Brisbane Street, Sydenham. The plaintiff says the defendants have failed or refused to settle the insurance claim on a per-event basis. The plaintiff seeks declarations, inter alia, that the defendants are obligated to settle the claim on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Peter Leman:- DLA Piper, First-Fourth Defendants (Discontinued) Frank Rose:- Keegan Alexander, Fifth Defendant (QBE) John Knight:- Chapman Tripp, Sixth Defendant (Discontinued)	YES	DISCONTINUED 16/04/2018
CIV-2016-409-000754	Camelot CHCH Limited v IAG New Zealand Limited	General Proceeding	Claim in respect of two separate properties at Cathedral Square, Christchurch Central and Gloucester Street, Christchurch Central. The plaintiff says it entered into a settlement agreement with the defendant on the basis of one sum-insured amount. The plaintiff says the defendant did give proper advice about full entitlements under the policy. The plaintiff says the sum-insured applies to each earthquake event. The plaintiff seeks declarations that the settlement agreement is not binding on the plaintiff because of breach of contract and/or mistake. The plaintiff also seeks declarations that the defendant must assess the policy on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 23/02/2017
CIV-2016-409-000753	Frank Colombo Limited v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of property at Colombo Street, Christchurch Central. The plaintiff says it entered into a settlement agreement with the defendant on the basis of a sum-insured amount over several earthquake events. The plaintiff says this agreement should be set aside because the correct interpretation of the policy is on a per-event basis. The plaintiff seeks declarations that the settlement agreement is not binding and that the claim should be reassessed on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Craig Langstone:- Fee Langstone, Defendant	YES	DISCONTINUED 24/01/2017
CIV-2016-409-000752	Wilson v IAG New Zealand Limited & Ors	General Proceeding	Commercial property at 92-96 Victoria Street, Christchurch Central. Covered under an AON policy underwritten by the defendants. The plaintiff says the defendant has failed or refused to investigate the damage to the buildings on the property. The plaintiff seeks declarations (inter alia) that the building was damaged by earthquake and the plaintiff is entitled to indemnity cost of the building limited by the sum-insured for each event.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Peter Leman:- DLA Piper, First-Fourth Defendants John Knight:- Chapman Tripp, Fifth Defendant (EQC)	YES	DISCONTINUED 03/05/2017
CIV-2016-409-000751	Middle Weight Holdings Limited v IAG New Zealand Limited & Ors	General Proceeding	Claim in respect of properties at Colombo Street, Christchurch Central and Carlyle Street, Central Christchurch. Covered under two policies: a business assets and business interruption policy; and a construction works policy that was in place during repairs for the September 2010 earthquake. The plaintiff says the defendants breached the policy by failing to settle the claims in a timely or fair way. The plaintiff says the contract works policy provides separate and additional cover to the material damage policy. The plaintiff seeks declarations that the defendant is obligated to pay the cost of reinstatement on a per-event basis, based on the scope of repair works prepared by the plaintiffs experts in addition to repair costs spent on repairs that were made redundant by further earthquakes.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Rick Hargreaves:- Duncan Cotterill, Defendants	YES	DISCONTINUED 12/12/2017
CIV-2016-409-000750	Wilson v IAG New Zealand Limited & Ors	General Proceeding	Property at Victoria Street, Christchurch Central. Covered under a sum-insured policy with the defendants. Covered under AON policy. The plaintiff says the property was damaged in 4 separate earthquake events. The plaintiff seeks declarations that the defendant is obligated to pay the cost of reinstatement on a per-event basis, based on the scope of repair works prepared by the plaintiffs experts.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 20/09/2017
CIV-2016-409-000749	Hair v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of property at Lichfield Street, Christchurch Central. Covered under sum-insured business insurance policy with the defendant. The plaintiff says it entered into a settlement agreement with the defendant on the basis of one sum-insured amount. The plaintiff says the defendant did give proper advice about full entitlements under the policy. The plaintiff says the sum-insured applies to each earthquake event. The plaintiff seeks declarations that the settlement agreement is not binding on the plaintiff because of breach of contract and/or mistake. The plaintiff also seeks declarations that the defendant must assess the policy on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Cecily Brick:- Fee Langstone, Defendant	YES	DISCONTINUED 03/02/2017
CIV-2016-409-000748	Southwark Investments Limited v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Mixed industrial/residential property at Southwark Street, Christchurch Central. The plaintiff says the defendant has failed or refused to settle the insurance claim on a per-event basis. The plaintiff seeks declarations, inter alia, that the defendant is obligated to settle the claim on a per-event basis and in terms of the scope of repair proposed by the plaintiffs expert.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Linda Clark and Richard Monigatti, Dentons, First Defendant Peter Hunt:- McElroys, Second Defendant	YES	DISCONTINUED 05/11/2020
CIV-2016-409-000747	Viewmont Orchards Limited v Zurich Australian Insurance Limited	General Proceeding	Claim in respect of three separate commercial properties at Cashel Street, Hereford Street and Kilmore Street. Each property was insured under a policy of insurance on a sum-insured, "reinstatement" basis. The plaintiff says the policy wording specifies that the sum-insured reinstates on the occurrence of an insured event. For this reason, the plaintiff says the defendant is incorrectly applying a single sum-insured cap to the plaintiffs claim for earthquake damage caused by several earthquakes. The parties entered into a settlement agreement. The plaintiff argues that the settlement agreement should be set aside defendant breached the terms of the policy insurance because (inter alia) it did not act in good faith or advise the plaintiff of its entitlement under the policies. The plaintiff alternatively argues it agreed to the settlement on the basis of a mistake that was known to the defendant. The plaintiff seeks orders that the settlement agreement is set aside and the claims reassessed based on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Antony Holden:- Wotton Kearney ,Defendant	YES	DISCONTINUED 01/06/2018
CIV-2016-409-000746	Wu v Vero Insurance Limited	General Proceeding	Commercial property at Dundas Street, Christchurch Central. Covered under a Vero policy. The plaintiffs say the property was insured on a sum-insured, reinstatement basis. The plaintiffs position is that the defendant has not properly assessed the earthquake damage to the property and refuses to acknowledge that the policy covers earthquake damage on a per event basis. The plaintiff seeks declarations (inter alia) that the defendant is obligated to pay the cost of reinstatement on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 31/01/2018

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CIV-2016-409-000745	Davis & Burrowes v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of a unit title development on Peterborough Street, Christchurch Central. Demolished in October 2012 as a result of a requirement by the Canterbury Earthquake Recovery Authority. The plaintiffs say they entered into a settlement agreement with the second defendant on the basis that one sum-insured applied to all of the damaging earthquake events. However the plaintiff says the second defendant did not act in good faith, properly investigate the claim or act fairly in its dealings with the plaintiffs. The plaintiff declarations (inter alia) that the settlement agreement is not binding and that the insurance claims should be assessed on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff John Knight:- Chapman Tripp, First Defendant Craig Langstone:- Fee Langstone, Second Defendant (Discontinued)	YES	DISCONTINUED 12/11/2018
CIV-2016-409-000744	Southern Star Investments Limited v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of two separate properties at Cathedral Square, Christchurch Central and Gloucester Street, Christchurch Central. The plaintiff says it entered into a settlement agreement with the defendant on the basis of one sum-insured amount. The plaintiff says the defendant did give proper advice about full entitlements under the policy. The plaintiff says the sum-insured applies to each earthquake event. The plaintiff seeks declarations that the settlement agreement is not binding on the plaintiff because of breach of contract and/or mistake. The plaintiff also seeks declarations that the defendant must assess the policy on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Craig Langston:- Fee Langston, Defendant	YES	DISCONTINUED 21/02/2017
CIV-2016-409-000743	Avon Electric Limited v IAG Insurance New Zealand Limited	General Proceeding	Claim in respect of business interruption and material damage caused by earthquake damage to buildings and land at Taurus Place, Bromley. The plaintiff says the defendant has failed to settle the claim fairly, evenly and in a timely manner. The plaintiff says the defendant is obligated to pay the cost of reinstatement on a per-event basis up to the sum-insured for each event.	24/08/2016			Jai Moss/Gary Davis:- Plaintiff Frank Rose:- Keegan Alexander, Defendant	YES	DISCONTINUED 12/02/2021
CIV-2016-409-000742	Grand Limited v QBE Insurance (International) Limited	General Proceeding	Property at Moorhouse Avenue, Sydenham. The plaintiff says it entered into a settlement agreement with the defendant on the basis of a sum-insured amount over several earthquake events. The plaintiff says this agreement should be set aside because the correct interpretation of the policy is on a per-event basis. The plaintiff seeks declarations that the settlement agreement is not binding and that the claim should be reassessed on a per-event basis.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Frank Rose:- Keegan Alexander, Defendant	YES	DISCONTINUED 16/03/2017
CIV-2016-409-000741	Body Corporate 52907 v Allianz Australia Limited	General Proceeding	Commercial property at Talfourd Place, Waltham. The building is a multi-unit complex and is able to be repaired. The plaintiff says the defendants have failed to settle the claim fairly, evenly and in a timely manner. The plaintiff says the defendants are obligated to pay the cost of reinstatement on a per-event basis up to the sum-insured for each event.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Caroline Laband- DLA Piper, Defendant	YES	DISCONTINUED 23/11/2018
CIV-2016-409-000740	Clarkville Trustees Limited v Earthquake Commission & IAG Insurance New Zealand Limited	General Proceeding	Claim in respect of residential unit title complex at 62 Gloucester Street, Christchurch Central. Demolished in June 2011 by requirement of the Canterbury Earthquake Recovery Authority. The plaintiff says the defendants have failed to settle the claim fairly, evenly and in a timely manner. The plaintiff says the defendants are obligated to pay the cost of reinstatement on a per-event basis up to the sum-insured for each event.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff John Knight:- Chapman Tripp, First Defendant Rob Coltman, Duncan Cotterill, Second Defendant (Discontinued)	YES	DISCONTINUED 30/06/2017
CIV-2016-409-000739	Tubbs & Gower (on behalf of LWR Group of Companies (In Receivership)) v Vero Insurance New Zealand Limited & IAG New Zealand Limited	General Proceeding	Claim in respect of two properties at Montreal Street, Christchurch Central. The plaintiff says the defendant has failed to settle the claim fairly, evenly and in a timely manner. Further, the plaintiff says the defendant denies that it is obligated to pay the claim because the building was sold. The plaintiff says the defendant is obligated to pay the cost of reinstatement on a per-event basis up to the sum-insured for each event.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Cecily Brick:- Fee Langston, Defendants	YES	DISCONTINUED 02/05/2017
CIV-2016-409-000738	Wildberry Properties Limited v Certain Underwriters at Lloyds of London	General Proceeding	Commercial property at Colombo Street, Christchurch Central. The plaintiff says the building was covered by a sum-insured policy which automatically reinstated after each earthquake. The plaintiffs position is that the defendant incorrectly determined that the building was beyond economic repair because the cost of repair was compared to the sum-insured for one event. The building was subsequently demolished. The plaintiff says the building was repairable and seeks, among other relief, the cost of repair for the damage caused by each event.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Antony Holden:- DAC Beachcroft, Defendant	YES	DISCONTINUED 26/01/2017
CIV-2016-409-000737	Smith v IAG New Zealand Limited	General Proceeding (Repairs)	Commercial property at Manchester Street, Christchurch Central. Damaged inn February 2011, April 2011, June 2011 and December 2011. The plaintiff says the defendant carried out repairs to the foundations but the repairs have failed and did not reinstate the building to a conditional substantially the same as new. The plaintiff seeks a declaration (inter alia) that the defendant is liable for the cost of reinstatement of failed repairs and unrepaired damage to the condition required under the policy of insurance.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Simon Connolly, Duncan Cotterill, Defendant	YES	DISCONTINUED 21/03/2019
CIV-2016-409-000736	Sunderland v Allianz New Zealand Limited	General Proceeding	Commercial property at Cashel Street, Christchurch Central. Damaged in September 2010, December 2010 and February 2011. The plaintiff says the building was repairable but for a requirement that the building be demolished by the Canterbury Earthquake Recovery Authority. The plaintiff says the building was not destroyed by any single event therefore the defendant is obligated to pay the cost of repair based on the damage caused by each event up to the sum-insured for each event.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 21/12/2018
CIV-2016-409-000735	Body Corporate 47867 v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Commercial property containing buildings used as shops and apartments at Victoria Street, Christchurch Central. Covered under a Vero policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the defendant has failed or refused to investigate the damage to the buildings on the property. The plaintiff's position is that the buildings can be repaired. The plaintiff seeks declarations (inter alia) that the buildings were damaged and can be repaired; and, the defendant is obligated to pay the cost to the repair the damage cause by each separate earthquake event.	24/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiff John Knight:- Chapman Tripp, First Defendant Peter Hunt:- McElroys, Second Defendant	YES	DISCONTINUED 19/03/2019
CIV-2016-409-000724	Finlay v Vero Insurance New Zealand Limited	General Proceeding	Property at Banks Avenue, Dallington. Covered under a Vero policy. The plaintiffs say the repair strategy provided by the defendant does not completely remediate all of the damage to the property. The plaintiffs seek the cost to repair the property to policy standard (not yet quantified, but inclusive of interest and costs) from the defendant.	15/08/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs Alan Sherlock:- Hesketh Henry, Defendant	YES	DISCONTINUED 17/10/2017

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-409-000722	Thorpe v Earthquake Commission & AA Insurance Limited	General Proceeding (Repairs)	Property at Woodend Beach Road, Woodend. Covered under an AAI policy. Damaged in September 2010. The plaintiffs say the work done by the first defendant does not completely remediate all of the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$97,971.13 (plus damages, interest and costs) from the first defendant and \$374,369.61 (plus damages, interest and costs) from the second defendant.	18/08/2016			Grant Shand:- Plaintiff John Knight:- Chapman Tripp, First Defendant (Discontinued) Cecily Brick:- Fee Langston, Second Defendant	YES	DISCONTINUED 17/04/2018
CIV-2016-409-000721	Peters & Kirwan v IAG New Zealand Limited	General Proceeding	Property at Hargood Street, Woolston. Covered under an NZI policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not taken sufficient steps to settle the claim and the defendant's recommended rebuild design will not completely remediate all of the damage to the property. The plaintiffs seek \$2,254,222.81 (plus damages, stress payment, lost rent, interest and costs) from the defendant.	18/08/2016			Grant Shand:- Plaintiff Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 24/11/2017
CIV-2016-409-000719	Flattery-Donohoe v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Cuffs Road, Wainoni. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the repairs undertaken by the first defendant have not completely remediated all of the damage to the property and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$227,700 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	16/08/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Caroline Laband:- DLA Piper, Second Defendant	YES	DISCONTINUED 30/01/2018
CIV-2016-409-000718	Taylor & MacDonald v Earthquake Commission & Lumley General Insurance (N.Z.) Limited (Discontinued)	General Proceeding	Property at McFaddens Road, St Albans. Covered under a Westpac bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the scope of works provided by the first defendant does not completely remediate all of the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiffs seek \$210,902.77 (plus damages, interest and costs) from the first defendant and the remainder or the over-cap cost (not yet quantified but inclusive of landscaping, temporary accommodation, stress payment and costs) from the second defendant.	15/08/2016			Andrew Ferguson, Plaintiffs John Knight:- Chapman Tripp, First Defendant	YES	DISCONTINUED 17/04/2019
CIV-2016-409-000704	Christchurch Business Finance Limited v Earthquake Commission & Vero Insurance New Zealand Limited (Discontinued)	General Proceeding	Property at Innes Road, Mairehau. Covered under an AMP policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant's scope of work does not completely remediate all the damage to the house and the second defendant has not taken reasonable steps to settle the claim. The plaintiff seeks \$115,000 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	19/08/2016			Andrew Hooker/Mobeena Hills:- Counsel for plaintiff Peter Hunt:- McElroys, First Defendant John Knight:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 29/05/2019
CIV-2016-409-000699	Majestic Investments Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Whareniui Road, Riccarton. Covered under a Vero commercial policy. Damaged in September 2010. The plaintiff says the payments made so far by the defendant are insufficient to completely remediate all of the damage to the property. The plaintiff seeks \$9,288,000 (plus interest and costs) from the defendant.	12/08/2016			Tiffany Sauni:- Counsel for plaintiff Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 12/03/2019
CIV-2016-409-000698	Emslie v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Glandovey Road, Fendalton. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the work undertaken by the first and second defendants has not completely remediated all the damage to the house. The plaintiffs seek a declaration that the work required to repair the damage is that specified in their scope of works (not yet quantified but inclusive of interest and costs).	12/08/2016			J E Bayley:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Adam Holloway:- DLA Piper, Second Defendant	YES	DISCONTINUED 26/03/2018
CIV-2016-409-000690	Barrie v Earthquake Commission & Tower Insurance Limited	General Proceeding (Repairs)	Property at Cuffs Road, Wainoni. Covered under a Tower policy. Damaged in February 2011. The plaintiffs say the work carried out by the first defendant has not sufficiently remediated all of the damage to the house and the second defendant has not taken reasonable steps to settle the claim. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and \$635,000 (plus damages, interest and costs) from the second defendant.	11/08/2016			Grant Shand:- Counsel for plaintiffs John Knight:/Melanie Hayes:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 16/07/2018
CIV-2016-409-000689	McGowan v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Bordesley Street, Phillipstown. Covered under a State policy. Damaged in February 2011. The plaintiffs say the first and second defendants have not taken steps to completely settle the claim. The plaintiffs seek \$101,779 (plus interest and costs) from the first defendant and \$285,000 (plus interest and costs) from the second defendant.	11/08/2016			Grant Shand:- Counsel for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant	YES	DISCONTINUED 12/06/2019
CIV-2016-409-000687	Thompson v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Union Street, New Brighton. Covered under a Lantern policy. Damaged in February 2011. The plaintiff says the economic option is to rebuild the property at a cost of \$523,482.53, and; the defendants have not taken steps to settle this claim. The plaintiff seeks \$97,356.02 (plus damages, interest and costs) from the first defendant and \$408,482.53 (plus damages, interest and costs) from the second defendant.	11/08/2016			Grant Smith:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant	YES	DISCONTINUED 28/11/2018
CIV-2016-409-000686	Bateman Family Trust Limited v IAG New Zealand Limited	General Proceeding	Property at Idaho Place, Burwood. Covered under a NZI policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not taken reasonable steps to settle the claim. The plaintiff seeks \$536,150 (plus interest and costs) from the defendant.	11/08/2016			Grant Shand:- Counsel for plaintiffs Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 26/05/2017
CIV-2016-409-000676	Marshall v Earthquake Commission (discontinued) & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Riselaw Street, Mairehau. Covered under a Westpac bank policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff says the first defendant's repair strategy does not completely remediate all of the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$204,586.80 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap costs (not yet quantified but inclusive of landscaping, temporary accommodation, stress payment, interest and costs) from the second defendant.	9/08/2016			Andrew Ferguson:- AF Law Limited plaintiffs John Knight:- Chapman Tripp, First Defendant Rob Cottleman:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 05/02/2019
CIV-2016-409-000674	Lond v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Stilt Lane, South Shore. Covered under an AMI policy. Damaged in September 2010, February 2011, April 2011 and June 2011. The plaintiff says the first defendant's scope of works does not completely remediate the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$119,522.83 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and cost) from the second defendant.	9/08/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant (DISCONTINUED) Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 04/10/2017

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CIV-2016-409-000667	Internet Information Services Limited v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Queenswood Gardens, Mairerhau. Covered under an AMI policy. Damaged in September 2010. The plaintiff's structural engineer says the first defendant's under-cap repair strategy does not fully remediate underlying damage to the house. The plaintiff says the second defendant has not taken steps to settle the claim. The plaintiff seeks \$115,000 from the first defendant (plus interest and costs) from the first defendant and the remainder of the over-cap costs (not yet quantified but inclusive of interest and costs) from the second defendant.	8/08/2016			Melissa Borcoski and Tyler Brown, Saunders Robinson Brown:- solicitors for plaintiffs; Nathaniel Walker, Russell McVeagh, First Defendant David Friar:/Olivia De Pont- Bell Gully, Second Defendant	YES	DISCONTINUED 09/11/2020
CIV-2016-409-000665	Cunningham v Earthquake Commission (Discontinued) & Southern Response Earthquake Services Limited	General Proceeding	Property at Francis Avenue, Mairerhau. Covered under an AMI policy. Damaged in February 2011. The plaintiffs' structural engineer says the first defendant's scope of works do not remediate the underlying damage to the house. The plaintiffs say the second defendant has not taken steps to settle the claim. The plaintiffs seek \$115,000 (plus interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	8/08/2016			Melissa Borcoski and Tyler Brown, Saunders Robinson Brown:- solicitors for plaintiffs; Nathaniel Walker, Russell McVeagh, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 09/11/2020
CIV-2016-409-000660	Lucas v Lumley General Insurance (N.Z) Limited	General Proceeding	Property at Matipo Street, Riccarton. Covered under a Lumley policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not taken steps to settle the claim. The plaintiffs seek \$1,761,000 (plus interest and costs) from the defendant.	4/08/2016			Christopher Lucas:- Solicitor for plaintiff	YES	DISCONTINUED 21/12/2016
CIV-2016-409-000653	Sione v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Carters Road, Aranui. Covered under an ASB bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff's structural engineer says the first defendant's scope of works do not sufficiently remediate the underlying damage to the house. The plaintiff says the second defendant has not taken steps to settle the claim. The plaintiff seeks \$341,550 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping, stress payment, interest and costs) from the second defendant.	4/08/2016			Bill Dwyer:- solicitor for plaintiffs; Jai Moss/Zoe Caughey:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Bridget Read:- Young Hunter, Second Defendant	YES	DISCONTINUED 20/08/2018
CIV-2016-409-000648	Lewis v Southern Response Earthquake Services Limited	General Proceeding	Property at Charon Street, Brooklands. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the cash payment already made by the defendant is insufficient to remediate the damage to the house. The plaintiff seeks \$445,937.66 (plus damages, interest and costs) from the defendant.	4/08/2016			Grant Shand:- Counsel for plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 13/04/2017
CIV-2016-409-000647	Smart Carson Investments Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Lydbury Place, Parklands. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not taken steps to settle the claim. The first plaintiff seeks \$529,282.15 (plus lost rent, interest and costs) from the defendant. The second plaintiff seeks \$527,193.78 plus (lost rent, damages, interest and costs) from the defendant.	4/08/2016			Grant Shand:- Counsel for plaintiffs David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 02/11/2017
CIV-2016-409-000646	Yeshua Holdings Limited v Tower Insurance & Earthquake Commission (Discontinued)	General Proceeding (Repairs)	Property at Buckleys Road, Linwood. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiff says the economic option is to rebuild and the offer made by the first defendant would not fully remediate the damage to the property. The plaintiff says the second defendant has not taken steps to settle the claim. The plaintiff seeks \$310,766.14 (plus temporary accommodation, interest and costs) from the first defendant and \$160,431.27 (plus interest and costs) from the second defendant	4/08/2016			Grant Shand:- Counsel for plaintiffs Martin Smith:- Gilbert Walker, First Defendant	YES	DISCONTINUED 10/07/2018
CIV-2016-409-000644	Talltree Properties Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Rocking Horse Road, Southshore. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks \$586,904.09 (plus interest and costs) from the defendant.	4/08/2016			Tyler Brown:- Counsel for plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 13/04/2018
CIV-2016-409-000643	O'Conner v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Innes Road, Mairerhau. Covered under an IAG policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says the payments made by the first defendant to date have not been sufficient to fully remediate the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$326,131.23 (plus damages, interest and costs) from the first defendant and \$358,256 (plus interest and costs) from the second defendant.	2/08/2016			and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Rick Hargreaves:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 18/10/2018
CIV-2016-409-000642	Rose v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Estuary Road, South New Brighton. Covered under Asset Care Insurance. Damaged in September 2010 and February 2011. The plaintiff says the first defendant's repair strategy does not fully remediate all of the earthquake damage to the house and the second defendant failed to take steps to settle the claim. The plaintiff seeks \$167,941.15 (plus damages, interest and costs) from the first defendant and \$270,237.86 (plus damages, stress payment, interest and costs) from the second defendant.	29/07/2016			Grant Shand:- Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant Caroline Laband- DLA Piper, Second Defendant	YES	DISCONTINUED 02/05/2019
CIV-2016-409-000641	McGregor v Earthquake Commission (discontinued) & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Tedder Avenue, North New Brighton. Covered under an NZI policy. Damaged in February 2011. The plaintiff's structural engineer says the first defendant's repair strategy does not meet the standard required under Earthquake Commission Act 1993 or address the underlying damage to the house. The plaintiff seeks \$95,406.30 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of other policy entitlements, interest and costs) from the second defendant.	2/08/2016			Andrew Ferguson:- A F Law, Counsel for plaintiffs John Knight:- Chapman Tripp, First Defendant (Discontinued) Rob Colman:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 21/08/2018
CIV-2016-409-000640	Groom v IAG New Zealand Limited and Earthquake Commission (Discontinued)	General Proceeding	Property at Condell Avenue, Papanui. Covered under an IAG policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the defendants have inadequately and inconsistently assessed the costs of repair of the house. The plaintiffs seek \$437,287 (plus interest and costs) from the first defendant and \$101,669.93 (plus interest and costs) from the second defendant.	27/07/2016			P W Michalik:- Plaintiffs Paul Smith:- Duncan Cotterill, Defendant	YES	DISCONTINUED 12/12/2018
CIV-2016-409-000632	Neil v Earthquake Commission (Discon) & IAG New Zealand Limited	General Proceeding	Property at Derwent Street, Bryndwr. Covered under State policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say the repair works proposed by the first defendant will not reinstate the property. The plaintiffs say the foundations must be replaced. The plaintiffs have not yet quantified its claim. The plaintiffs claim up to \$227,700 from the first defendant and the remainder from the second defendant (plus damages, interest and costs).	27/07/2016			Self-represented, Plaintiff John Knight:- Chapman Tripp, First Defendant Chris Hlavac, Young Hunter, Second Defendant	YES	DISCONTINUED 18/03/2019

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CIV-2016-409-000631	Ansell v Tower Insurance Limited	General Proceeding	Property at St Albans Street, St Albans. Covered under Tower policy. Damaged in September 2010. The plaintiffs say the foundations must be replaced in order to reinstate the house. The economic option, according to the plaintiffs, is to rebuild the house at a cost of \$859,448.91. The plaintiffs claim \$744,448.91 (plus damages, interest and costs) from the defendant.	27/07/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 07/07/2017
CIV-2016-409-000601	Sekai v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Keighleys Road, Bromley. Covered under an ANZ bank policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs structural engineer says the economic option is to rebuild, and the first defendants repair strategy does not address underlying damage. The plaintiffs say the second defendant has not taken steps to settle the claim. The plaintiff seeks \$113,850 (plus damages, interest and costs) from the first defendant and \$314,745.71 (plus interest, costs and other policy entitlements) from the second defendant.	15/07/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 13/11/2017
CIV-2016-409-000599	Sekai v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Kawau Crescent, Bromley. Covered under an ANZ bank policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs structural engineer says the first defendants repair strategy does not address underlying damage to the house. The plaintiffs say the second defendant has not taken steps to settle the claim. The plaintiffs seek \$133,819.95 (plus damages, interest and costs) from the first defendant and \$466,717.75 (plus interest, costs and other policy entitlements) from the second defendant.	15/07/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 26/02/2018
CIV-2016-409-000597	Ghazizada v Earthquake Commission & Tower Insurance Limited (Discontinued)	General Proceeding	Property at Warden Street, Richmond. Covered under an ANZ bank policy. Damaged in February 2011. The plaintiffs structural engineer says the first defendants repair strategy does not address underlying damage to the house. The plaintiff says the second defendant has not taken steps to settle the claim. The plaintiff seeks \$113,850 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost to reinstate the house (Not yet quantified, but inclusive of interest, costs and other policy entitlements) from the second defendant.	15/07/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 19/12/2018
CIV-2016-409-000596	Petegem v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Pinewood Avenue, New Brighton. Covered under IAG policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the foundations of the house must be replaced with TC3 foundations in order to repair the house therefore the economic option is to rebuild the house at a cost of \$517,075.10. The plaintiffs claim \$165,557.51 from the first defendant and \$351,517.59 from the second defendant (plus damages, interest and costs).	15/07/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Rob Colman:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 08/11/2018
CIV-2016-409-000595	Tong & Sia v Earthquake Commission (Discontinued) & Vero Insurance New Zealand Limited	General Proceeding (Repairs)	Property at Greendale Avenue, Avonhead. Covered under a Vero policy. Damaged in September 2010 and February 2011. The plaintiffs structural engineer says the economical option is to rebuild the house. The plaintiffs say the first defendant failed to produce a strategy to remediate the damage and the second defendants engineering report does not sufficiently address underlying damage to the house. The plaintiffs seek \$227,700 (plus damages, interest and costs) from the first defendant and \$471,313.31 (plus landscaping costs, damages, interest and costs) from the second defendant.	15/07/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Hunt:- McElroys, Second Defendant	YES	DISCONTINUED 29/01/2019
CIV-2016-409-000591	Ogilvie v IAG New Zealand Limited	General Proceeding	Property at Main Road, Mount Pleasant. Covered under an NZI policy. Damaged in February 2011 and June 2011. The plaintiffs say the defendant has not met its obligation to provide top-up cover above the maximum amount payable by Earthquake Commission. The plaintiffs seek an order that the defendant pay the difference between the maximum payable by Earthquake Commission and the amount payable under the policy or a declaration that the defendant must pay the costs of repair as specified by the scope of works provided by the plaintiffs engineer (plus damages, interest and costs).	14/07/2016			Andrew Hooker/Mobeena Hills:- Counsel for plaintiffs Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 13/08/2018
CIV-2016-409-000590	Schwertheim v Southern Response Earthquake Services Limited	General Proceeding	Property at Head Street, Sumner. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not met its obligation to provide top-up cover above the maximum amount payable by Earthquake Commission as per the policy. The plaintiffs seek an order that the defendant pay the difference between the maximum payable by Earthquake Commission and the amount payable under the policy (plus damages, interest and costs).	14/07/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Pip Allan:- Wynn Williams, Defendant	YES	DISCONTINUED 24/07/2017
CIV-2016-409-000589	Hart v IAG New Zealand Limited	General Proceeding	Property at Woodhurst Drive, Casebrook. Covered under a NZI policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not met its obligation to provide top-up cover above the maximum amount payable by Earthquake Commission as per the policy. The plaintiff seeks an order that the defendant pay the difference between the maximum payable by Earthquake Commission and the amount payable under the policy (plus damages, interest and costs).	14/07/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiff Rob Colman:- Duncan Cotterill, Defendant	YES	DISCONTINUED 27/08/2019
CIV-2016-409-000588	Ellis v Southern Response Earthquake Services Limited	General Proceeding	Property at Lamorna Road, Parklands, Christchurch. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the damage to the house requires the foundations to be completely replaced with TC3 type foundations. The plaintiffs say the cost to carry out this work is \$1,000,000. The plaintiffs claim \$872,175.50 (plus damages, interest and costs) from the defendant.	11/07/2016			Grant Shand:- Plaintiffs Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 19/09/2017
CIV-2016-409-000586	Davis Ogilvie & Partners Limited v QBE Insurance (International) Limited	General Proceeding (Declaratory Judgment)	The plaintiff was insured under a commercial material damage and business expenses policy by the defendant. The policy covered contents/plant for four leased properties around the South Island including one on Armagh Street, Christchurch Central. The plaintiff says the defendant will not pay up to the maximum sum insured of \$727,000 because the defendant says there is a sum insured cap of \$55,000. The plaintiffs position is that there is no such cap other than the total sum insured cap. The plaintiff seeks declarations that the claim is not subject to a cap and that the defendant is liable to indemnify the plaintiff under the policy for \$497,624.48 (plus interest and costs).	6/07/2016			Willie Palmer:- Buddle Findlay, Plaintiff Frank Rose:- Keegan Alexander, Defendant	YES	DISCONTINUED 23/02/2017

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-409-000553	Barker & Ors v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Reserve Terrace, Lyttleton. Covered under AMI policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the first defendant elected to cash settle the plaintiffs claim for repair costs assessed at \$52,791.74. The plaintiffs say the proposed repair strategy will not repair all of the earthquake damage to the house. The plaintiffs say the economic option is to rebuild the house at a cost of \$1,322,820.36. The plaintiffs claim \$196,428.69 (plus damages, interest and costs) from the first defendant and \$1,092,820.36 (plus interest and costs) from the second defendant.	28/06/2016			Bill Dwyer:- solicitor for plaintiffs; and Jared Higby, counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant David Friar:- Belly Gully, Second Defendant	YES	DISCONTINUED 14/06/2019
CIV-2016-409-000552	Fraser v Earthquake Commission (Discontinued) & Southern Response Earthquake Services Limited	General Proceeding	Property at Royalist Avenue, North New Brighton. Covered under AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff says the repair method proposed by the defendants will not reinstate the property because it will leave unrepaired earthquake damage and the repairs will not remediate the damage to the house. The plaintiffs position is that the foundations must be replaced. The plaintiff also says there is damage to the land and that the first defendants settlement payment is less than what the plaintiff is entitled to under Earthquake Commission Act 1993. The plaintiff has not yet quantified its claim. The plaintiff claims up to \$319,387.84 (plus damages, interest and costs) from the first defendant and the remainder from the second defendant.	28/06/2016			Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Richard Hargreaves:- Wynn Williams, Second Defendant	YES	DISCONTINUED 09/08/2018
CIV-2016-409-000550	Khan & Ors v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Akaroa Street, Shirley. Covered under an AMI policy. Damaged in February 2011 and June 2011. The plaintiffs disagree with the scope of repair works and say the repairs completed to date do not remediate all the earthquake damage. The plaintiffs structural engineer says the economic option is to rebuild. The plaintiffs seek \$227,700 (plus damages, interest and costs) from the first defendant and \$340,378.04 (plus interest and costs) from the second defendant.	28/06/2016			Cameron Sherwood:-GCA Lawyers John Knight:- Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 03/05/2019
CIV-2016-409-000549	Liu v Earthquake Commission & Southern Response Earthquake Services Limited (Discon)	General Proceeding (Repairs)	Property at Blake Street, New Brighton. Covered under an AMI policy. Damaged in September 2010, February 2011, June 2011, and February 2016. The plaintiff says the first defendants repairs failed to remediate the house to the standard required under Earthquake Commission Act 1993. The plaintiff seeks \$113,850 (plus damages, interest and costs) and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	28/06/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 06/09/2018
CIV-2016-409-000547	Hood & Ward v Earthquake Commission & IAG New Zealand Limited & Vero Insurance New Zealand Limited	General Proceeding	Property at Bordesley Street, Phillipstown. Covered under Vero policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say the foundations of the house must be replaced in order to reinstate the property. The plaintiffs have not yet obtained an analysis of the cost to repair or rebuild the house. The plaintiffs claim \$208,416.46 (plus damages, interest and costs) from the first defendant and the remainder of the cost to reinstate (plus other entitlements, damages, interest and costs) from the second defendants.	28/06/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	CONSOLIDATED WITH CIV-2016-409-329 06/10/2016
CIV-2016-409-000536	Stafford Nominees Limited & Ors v Southern Response Earthquake Services Limited	General Proceeding	Property at Utah Place, Burwood. Covered under AMI policy. Damaged in February 2011. The plaintiffs say the foundations must be replaced in order to repair the house. For this reason the plaintiffs say the economic option is to rebuild the house at a cost of \$1,061,003.46. The plaintiffs claim \$946,003.46 (plus damages, interest and costs) from the defendant.	21/06/2016			Grant Smith/Jai Moss/Noor Hamid:- Plaintiffs David Friar:- Bell Gully, Defendant	YES	DISCONTINUED 13/01/2020
CIV-2016-409-000519	Lee v Medical Assurance Society Limited	General Proceeding	Property at Clissold Street, Merivale. Covered under MAS policy. Damaged in September 2010 and February 2011. The plaintiffs say the only way to reinstate the property to a condition substantially the same as new is to rebuild the house and that the house is uneconomic to repair. The plaintiffs seek a declaration that the house must be rebuild to reinstate it to a condition substantially the same as new and costs.	16/06/2016			A Fox:- Saunders Robinson Brown, solicitor for plaintiffs; and Philip Shamy, counsel acting for plaintiffs Andrew Home:- Minter Ellison Rudd Watts, Defendant	YES	DISCONTINUED 13/10/2016
CIV-2016-409-000518	Krawczyk & Lander v Southern Response Earthquake Services Limited	General Proceeding	Property at Park Terrace, Corsair Bay. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the economic option is to rebuild the house at a cost of \$670,567. The plaintiffs claim \$564,214.14 (plus damages, interest and costs) from the defendant.	17/06/2016			Grant Shand:- Plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 10/03/2017
CIV-2016-409-000501	Guerrier & Francis v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Charlesworth Street, Woolston. Covered under an AMI policy. Damaged in September 2010, February 2011, June 2011, and December 2011. The plaintiffs say the first defendants repairs failed to remediate the house to the standard required under Earthquake Commission Act 1993. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of interest and costs) from the second defendant.	14/06/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 15/11/2018
CIV-2016-409-000495	Mear v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Lowry Avenue, Redwood. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff says all insurance rights were assigned to it when it purchased the house from the former owners. The plaintiff says further the property suffered land damage. The plaintiffs position is that the economic option is to rebuild the house at a cost of \$671,853.59. The plaintiff claims \$227,700 (plus damages, interest and costs) from the first defendant and \$441,853.59 (plus damages, interest and costs) from the second defendant.	14/06/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant	YES	DISCONTINUED 24/10/2018
CIV-2016-409-000494	Nielsen v Southern Response Earthquake Services Limited	General Proceeding	Property at Grafton Street, Waltham. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has breached the policy of insurance by failing to agree to pay the cost of reinstatement. The plaintiff seeks an order that the defendant specifically perform its duties under the policy (plus interest and costs).	13/06/2016			Paul Cowey/Alexander Summerlee:- Parryfield, Plaintiff David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 10/05/2019
CIV-2016-409-000493	Nielsen v IAG New Zealand Limited	General Proceeding	Property at Short Street, Waltham. Covered under IAG policy. Damaged in September 2010 and February 2011. The plaintiffs say it will cost \$451,470 (excluding GST) to rebuild the house. The plaintiff says the defendant has breached the policy by failing to agree to pay the costs of rebuilding the house. The plaintiff seeks orders, inter alia, that the defendant specifically perform its duties under the policy by paying the difference between EQCover and the maximum amount payable under the policy (plus interest and costs).	13/06/2016			Grant Smith:- Canterbury Legal, Plaintiffs Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 26/10/2017

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-409-000492	Peka Holdings Limited v IAG New Zealand Limited	General Proceeding	Property at Spencer Street, Addington. Covered under NZI policy. Damaged in September 2010 and February 2011. The plaintiff says the cost to repair the house is \$645,000 and the cost to rebuild is \$793,402. The plaintiffs says the defendant has breached the policy of insurance by failing to agree to pay the cost of reinstatement. The plaintiff seeks an order that the defendant specifically perform its duties under the policy (plus interest and costs).	13/06/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs Vanessa Ma/Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 07/08/2017
CIV-2016-409-000469	Brosnahan v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Property at Ruby Avenue, Northwood. Covered under AMP policy. Damaged in September 2010 and February 2011. The plaintiffs say the cost to repair the house is \$512,000 but they do not have the financial means to pay for the repairs until the defendants agrees to pay that cost. The plaintiffs claim \$115,000 per event (plus interest and costs) from the first defendant and the remainder (plus interest and costs) from the second defendant.	8/06/2016			Andrew Hooker/Mobeena Hills:- Shine Lawyers, Plaintiffs John Knight:- Chapman Tripp, First Defendant Alan Sherlock/Stephanie Corbin:- Second Defendant	YES	DISCONTINUED 29/08/2018
CIV-2016-409-000456	Body Corporate 342446 v AIG Insurance New Zealand Limited	General Proceeding	Property at Oxford Terrace, Christchurch Central. Damaged in February 2011. Policy under AIG. Plaintiff seeks a declaration that the defendant is obligated to pay for the reinstatement of the building in the manner described in the expert report and any further works that maybe identified as necessary to reinstate the building in accordance with the policy standard (plus costs).	2/06/2016			Saun Cottrell/Richard Lynn:- GCA Lawyers, Plaintiff Neil Campbell QC, Counsel Antony Holden:- DAC Beachcroft New Zealand, Defendant	YES	DISCONTINUED 26/04/2018
CIV-2016-409-000441	Humphries v Southern Response Earthquake Services Limited	General Proceeding	Property at Sedgemoor Street, Burwood. Covered under AML policy. Damaged in February 2011. The plaintiffs say they have not received payment from the defendant. The plaintiffs say the economic option is to rebuild the house at a cost of \$760,721.81. The plaintiff claims \$645,721.81 (plus damages, interest and costs) from the defendant.	2/06/2016			Grant Shand:- Plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 07/12/2017
CIV-2016-409-000440	VBE Limited v Earthquake Commission & Tower Insurance Limited (Discon)	General Proceeding	Property at Walton Street, Sydenham. Covered under Tower policy. Damaged in February 2011. The plaintiff says it will cost \$450,000 to remediate the house but neither defendant has made payment to the plaintiff. At the time of filing, the plaintiffs had not obtained expert reports to quantify their claims against the defendants. The plaintiffs seek a declaration that the defendants are liable to pay the full replacement sum of rebuilding the home (plus interest and costs).	1/06/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 27/06/2018
CIV-2016-409-000438	Miller v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding (Repairs)	Property at St Martins Road, St Martins. Covered under a Tower policy. Damaged in February 2011. The plaintiff says the first defendants repairs failed to remediate the damage to the house. The plaintiff seeks \$113,850 (plus interest and costs) from the first defendant and \$735,000 (plus interest and costs) from the second defendant.	17/06/2016			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 10/09/2018
CIV-2016-409-000437	Dalziel v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Chancellor Street, Richmond. Covered under an NZI policy. Damaged in February 2011. The plaintiff says the first defendants repairs failed to remediate the house to the standard required under Earthquake Commission Act 1993. The plaintiff seeks \$113,850 (plus damages, interest and costs) from the first defendant and \$535,000 (plus damages, interest and costs) from the second defendant.	1/06/2016			Grant Shand:- Plaintiffs Anna Priaux:- DLA Piper, Second Defendant	YES	DISCONTINUED 24/04/2018
CIV-2016-409-000435	VBE Limited v Tower Insurance Limited	General Proceeding	Property at Walton Street, Sydenham. Covered under Tower policy. Damaged in February 2011. The plaintiff says the defendants position is that the house can be repaired for \$261,066.91. The plaintiff says it will cost \$450,000 to remediate the house. The plaintiff claims \$335,000 (plus interest and costs) from the defendant.	1/06/2016			Grant Shand:- Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 21/02/2018
CIV-2016-409-000423	McDonald & Ors v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding (Repairs)	Property at St Helier Crescent, Aranui. Covered under a BNZ bank policy. Damaged in February 2011. The plaintiffs say the first defendants repairs failed to remediate the house to the standard required under Earthquake Commission Act 1993. The plaintiffs seek \$113,850 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping cost, stress payment, temporary accommodation, interest and costs) from the second defendant.	31/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jared Higby, counsel acting for plaintiffs Paul Smith:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 16/01/2020
CIV-2016-409-000421	Gallagher v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Breezes Road, Aranui. Covered under IAG policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says the repair works proposed by the defendant is insufficient to repair the house to the condition required under the policy of insurance. At the time of filing, the plaintiff had not obtained expert reports to quantify its claim against the defendants. The plaintiff seeks a declaration that the defendants are liable to pay the full replacement sum of rebuilding the home (plus stress payment, landscaping costs, temporary accommodation costs, general damages, interest and costs).	31/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant (DISCONTINUED) Grant MacDonald/Anna McElhinney:- DLA Piper, Second Defendant	YES	DISCONTINUED 27/09/2017
CIV-2016-409-000415	Hubac v Earthquake Commission (Discontinued) and Lumley General Insurance	General Proceeding (Repairs)	Property at Barbourne Street, Hillsborough. Covered under a Westpac Bank policy. Damaged in September 2010, February 2011, June 2011, December 2011 and January 2013. The plaintiff says the first defendant's scope of works does not completely remediate all the damage to the house and the second defendant has not taken steps to settle the claim. The plaintiff seeks \$341,550 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping, temporary accommodation, stress payment, interest and costs) from the second defendant.	31/05/2016			Jared Higby, counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Hayley Dale/Simon Connolly:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 22/07/2019
CIV-2016-409-000414	Boros & Bodnar v Earthquake Commission & Tower Insurance Limited (Discontinued)	General Proceeding	Property at Palatine Terrace, Saint Martins. Covered under Tower policy. Damaged in September 2010, December 2010, February 2011 and June 2011. The plaintiffs say the repair works proposed by the defendants is insufficient to repair the house to the condition required under the policy of insurance. At the time of filing, the plaintiffs had not obtained expert reports to quantify their claims against the defendants. The plaintiffs seek a declaration that the defendants are liable to pay the full replacement sum of rebuilding the home (plus general damages, interest and costs).	31/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 17/07/2018
CIV-2016-409-000413	Lee v Tower Insurance Limited	General Proceeding	Property at Lenton Street, Aranui. Covered under Tower policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the repair works proposed by the defendant is insufficient to repair the house to the condition required under the policy of insurance. At the time of filing, the plaintiff had not obtained expert reports to quantify its claim against the defendant. The plaintiff seeks a declaration that the defendant is liable to pay the full replacement sum of rebuilding the home (plus landscaping costs, temporary accommodation costs, general damages, interest and costs) from the defendant.	31/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 05/07/2017

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CIV-2016-409-000406	Partridge v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Wattle Drive, New Brighton. Covered under State policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the first defendant cash settled the majority of the claim following some temporary repairs. The plaintiff says the repair works proposed by the defendants are insufficient to repair the house to the condition required under the policy of insurance. At the time of filing, the plaintiff had not obtained expert reports to quantify its claim against the defendants. The plaintiff seeks a declaration that the defendants are liable to pay the full replacement sum of rebuilding the home (plus stress payment, landscaping costs, temporary accommodation costs, general damages, interest and costs).	26/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant (DISCONTINUED) Caroline Laband:- DLA Piper, Second Defendant	YES	DISCONTINUED 09/02/2018
CIV-2016-409-000405	Reynolds v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Greenwood Close, Mairehau. Covered under an AMI policy. Damaged in February 2011. The plaintiff says the first defendants repair strategy and limited repairs failed to remediate the house to the standard required under Earthquake Commission Act 1993. The plaintiff seeks \$113,850 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost to reinstate the house (plus interest and costs) from the second defendant.	26/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar/Gabriella Garcia- Bell Gully, Second Defendant	YES	DISCONTINUED 12/07/2018
CIV-2016-409-000396	Luke & Ors v Earthquake Commission	General Proceeding (Repairs)	Property at Hills Road, Edgeware. Covered under AMI policy but proceeding filed in respect of repairs carried out by the defendant. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the repairs that were carried out by the defendant were not to the proper standard required by Earthquake Commission Act 1993 and the scope of works did not include proper repair strategies for the damage to the house. The plaintiffs say the proper repair methodology involves demolition and replacement of the foundations. The plaintiffs seek overcap payment/s from the defendant plus interest and costs.	23/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs John Knight:- Chapman Tripp, Defendant	YES	DISCONTINUED 20/10/2016
CIV-2016-409-000385	A R Smith Trustee Services Limited v Tower Insurance Limited	General Proceeding	Property at Hawkhurst Road, Lyttleton. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiff says it obtained a structural engineering report which says the house must be lifted and the foundations replaced in order to repair the house. The plaintiff says it is in the process of costing the repair methodology. The plaintiff claims the cost to repair the house (minus payments made by Earthquake Commission plus \$2500 landscaping costs, \$25,000 temporary accommodation damages, interest and costs) from the defendant.	19/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 08/02/2018
CIV-2016-409-000384	McGovern v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Property at Fleming Street, North New Brighton. Covered under a Westpac bank policy. Damaged in September 2010, February 2011, June 2011, and December 2011. The plaintiff says repair works carried out by the defendant do not sufficiently repair the house to the standard required under Earthquake Commission Act 1993. The plaintiff seeks \$107,972.71 (plus damages, interest and costs) from the first defendant and the remainder of the over-cap cost (not yet quantified but inclusive of landscaping cost, stress payment, temporary accommodation cost, interest and costs) from the second defendant.	19/05/2016			Jared Higby, counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant (EQC discontinued 22 October 2019) Paul Smith/Rick hargreaves:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 24/10/2019
CIV-2016-409-000383	Viktor And Beata Limited v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Lamorna Road, Queenspark. Covered under Tower policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says to repair the house it must be lifted and the foundations replaced with TC3 foundations. The plaintiff says it is in the process of costing the repair methodology. The plaintiff claims the cost to repair the house (plus damages, interest and costs) from the first defendant and second defendant.	19/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant	Yes	DISCONTINUED 31/01/2018
CIV-2016-409-000378	Everton v Earthquake Commission & Farmers Mutual Group Limited	General Proceeding	Property at Bordesley Street, Phillipstown. Covered under FMG policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say they have obtained reports which suggest there is voids beneath the foundations of the house. The plaintiffs say the foundations must be replaced with reinforced concrete on a gravel raft. The plaintiffs say they have engaged a quantity surveyor to determine the cost of repair and rebuild. The plaintiffs claim the cost to reinstate the house (plus \$2000 landscaping, \$1000 fallen tree removal, \$10,000 for lost rent, damages, interest and costs) from the first defendant and second defendant.	19/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	CONSOLIDATED WITH CIV-2016-409-329 06/10/2016
CIV-2016-409-000360	Laidlaw v Tower Insurance Limited	General Proceeding	Property at Taylors Mistake Road, Sumner. Covered under Tower policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the repair methodology proposed by the defendant will not reinstate the house. The plaintiffs the economic option is to rebuild the house at a cost of \$1,143,810.33. The plaintiffs claim \$899,103.90 (plus damages, interest and costs) from the defendant.	13/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 01/02/2018
CIV-2016-409-000359	Devereux Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Woodville Street, Saint Albans. Covered under NZI policy with sum insured limit of \$185,600. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff was paid cash by the first defendant but the plaintiff says the payment was insufficient to repair the damage to the house. The plaintiff disputes the apportionment used by the first defendant to determine the damage that occurred in each event. The plaintiff says the economic option is to rebuild the house at a cost of \$777,108.95. The plaintiff claims \$381,567.58 (plus damages, interest and costs) from the first defendant and \$169,300 (plus out of scope damage of \$10,000, interest and costs) from the second defendant.	13/05/2016			Grant Shand, plaintiff John Knight:- Chapman Tripp, First Defendant Chris Hlavac, Young Hunter, Second Defendant	YES	DISCONTINUED 21/12/2018
CIV-2016-409-000358	Webby v Earthquake Commission & IAG New Zealand Limited (Discon)	General Proceeding	Property at Palatine Terrace, Saint Martins. Covered under ASB Bank policy. Damaged in September 2010, January 2011 and February 2011. The plaintiff says the repair methodology proposed by the defendants will not remediate the house to the condition required under Earthquake Commission Act 1993 or the policy of insurance. In particular, the plaintiff says the foundations must be replaced with a TC3 design. The plaintiff says the economic option would be to rebuild the house at a cost of \$580,778.34. The plaintiff claims \$71,088.80 (plus damages, interest and costs) from the first defendant and \$496,778.34 (plus damages, \$2000 landscaping, \$1000 stress payment, interest and costs) from the second defendant.	13/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant [DISCONTINUED] Rob Colman:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 12/04/2018

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CIV-2016-409-000353	Reynolds v Earthquake Commission & Tower Insurance Limited	General Proceeding (Repairs)	Property at Carrick Street, St Albans. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant arranged to repair the house using methods including epoxy resin to fill cracks in the foundations. The plaintiff says the repairs were insufficient to repair the house to the standard required under the policy and some damage was not repaired at all. The plaintiff says the foundations must be replaced in order to properly repair the house. The plaintiff claims \$113,850 (plus damages, interest and costs) from the first defendant. The plaintiff also seeks judgment for the remainder of the cost to reinstate the property (plus other entitlements, damages, interest and costs) from the second defendant.	12/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant (DISCONTINUED) Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 29/05/2017
CIV-2016-409-000352	Guan v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Property at Hampshire Street, Aranui. Covered under ANZ Bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the first defendant proposes to repair the house using jacking and packing of the piles and epoxy resin of the concrete ring foundation. The plaintiff says the economic option is to rebuild the home at a cost of \$547,841.89. The plaintiff claims \$114,974.87 (plus damages, interest and costs) from the first defendant and \$372,579.28 (plus \$2500 landscaping, \$25,000 temporary accommodation, damages, interest and costs) from the second defendant.	12/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight/Grace Bennett:- Chapman Tripp, First Defendant Suzanne Casey:- McElroys, Second Defendant	YES	DISCONTINUED 04/10/2018
CIV-2016-409-000351	Foster v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Hay Street, Bromley, Christchurch. Covered under a State policy. Damaged in September 2010, February 2011 and January 2013. The plaintiffs say the first defendant arranged repairs through its agent Fletcher EQR and that the repairs did not repair all of the damage or reinstate the property to the standard required under Earthquake Commission Act 1993 or the policy of insurance. The plaintiffs say they have obtained a report from an engineer to outline the major repairs that are required and they are also instructing a quantity surveyor to prepare a repair estimate. The plaintiffs seek the cost to repair (plus damages, interest and costs) from the defendants.	12/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Caroline Laband/Vanessa Ma:- DLA Piper, Second Defendant	YES	DISCONTINUED 08/10/2018
CIV-2016-409-000344	Kilduff & Veritas (2012) Limited (as trustees) v Tower Insurance Limited	General Proceeding	Claim in respect of property at Clifton Terrace, Sumner. Covered under a Tower policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the house is damaged beyond economic repair. The plaintiffs seek a declaration that the defendant must pay the cost of rebuilding the house less the amount paid by Earthquake Commission. The plaintiffs also seek reimbursement of expert fees, general damages and costs.	10/05/2016			C R Johnstone/P R Allan:- Wynn Williams, Plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	JUDGMENT - DEFENDED HEARING 17/04/2018 COURT OF APPEAL MILESTONES: CA510/18 Filed 30/8/18 Dismissed 29/3/19
CIV-2016-409-000343	Glasson & DRL Trustees Limited (as trustees) v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Weka Street, Fendalton. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repair methodology proposed by the first defendant will not repair or rebuild the house to an as new condition. The plaintiffs claim up to \$115,000 per event (plus costs and interest) from the first defendant and the remaining cost of reinstatement (plus costs and interest) from the second defendant.	10/05/2016			Andrew Hooker:- Shine Lawyers, Plaintiffs John Knight:-Chapman Tripp, First Defendant Vanessa Ma/Caroline Laband:- DLA Piper, Second Defendant	YES	DISCONTINUED 02/05/2018
CIV-2016-409-000342	Country Blues Limited v IAG New Zealand Limited	General Proceeding	Property at Lincoln Road, Addington. Policy with IAG New Zealand Limited. Property suffered damage in the Canterbury Earthquake Sequence. The Property's owners at the time of the Canterbury Earthquake Sequence sold the property to the plaintiffs and assigned all entitlements. The property was deemed uneconomic to repair. Plaintiffs seek judgment in the sum required to rebuild the property, costs and interest.	5/05/2016				YES	DISCONTINUED 08/09/2016 COURT OF APPEAL MILESTONES: Removal to COA by way of case stated granted 13/6/16 CA311/16 Withdrawn 8/9/16
CIV-2016-409-000332	Andersen v Earthquake Commission (Discontinued) & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Hartnell Street, Avonside. Covered under AMI policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says the first defendant arranged for repairs through Fletcher EQR. The plaintiff says the repairs did not reinstate the house and that the repair strategy left unrepaired damage. The plaintiff says the house requires a new foundation in order to be properly repaired. The plaintiff has not yet quantified the cost of these works. The plaintiff claims \$113,850 (less payments already made and plus damages, interest and costs) from the first defendant and the remainder from the second defendant.	6/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs Peter Leman/Brad Cuff:- DLA Piper, Second Defendant	YES	DISCONTINUED 30/11/2017
CIV-2016-409-000331	Valentine v Southern Response Earthquake Services Limited	General Proceeding	Property at Bottle Lake Drive, Parklands. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendants proposed repair methodology of lifting and repairing the foundations is insufficient to reinstate the house to an "as new" condition. The plaintiffs say the economic option is to rebuild the house at a cost of \$1,061,595.01. The plaintiffs claim \$935,356.15 (plus damages, interest and costs) from the defendant.	6/05/2016			Grant Shand:- Plaintiffs Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 20/06/2017
CIV-2016-409-000330	French v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of two townhouses at Hagley Avenue, Christchurch Central. Covered under AMI policies. Damaged in February 2011. The plaintiffs say the foundation of each townhouse must be replaced in order to reinstate the houses. The plaintiffs say the defendants proposed repairs are insufficient to reinstate the houses. The plaintiffs say one house needs to be rebuild and the other can be repaired. The plaintiffs claim \$209,120.31 (plus damages, interest and costs) from the first defendant and \$776,793.84 (plus damages, interest and costs) from the second defendant.	6/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant (Discontinued)	YES	DISCONTINUED 12/12/2017
CIV-2016-409-000329	Smith v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Bordersley Street, Phillipstown. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff says it has received no payment for dwelling related damage from the defendants. The plaintiff says the repair method must involve demolition and replacement of the foundations, among other substantive repair works. At the time of writing the plaintiff had not engaged the services of a quantity surveyor to quantify the amount sought from the defendants. The plaintiff claims a maximum of \$176,220 (plus damages, interest and costs) from the first defendant and the remaining reinstatement sum (plus damages, interest and costs) from the second defendant.	4/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jared Higby, counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Peter Leman/Brad Cuff:- DLA Piper, Second Defendant	YES	DISCONTINUED 10/06/2019

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CIV-2016-409-000328	Van Nieff v IAG New Zealand Limited	General Proceeding	Property at Thurso Place, New Brighton. Covered under NZI policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says the defendant proposes to repair the house including repairs to the foundations by jacking and levelling. The plaintiffs says the foundations must be replaced with site specific foundations following deep geotechnical testing. The plaintiff says the cost to rebuild would be cheaper than the cost to repair. The plaintiff says the cost to rebuild is \$647,351.68. On this basis the plaintiff claims \$528,824.74 (plus \$2500 landscaping costs, \$20,000 accommodation allowance, \$2000 stress payment, damages, interest and costs) from the defendant.	6/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs Paul Smith:- Duncan Cotterill, Defendant	YES	DISCONTINUED 12/12/2018
CIV-2016-409-000327	Buften v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Kilmore Street, Christchurch Central. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the payment made by the first defendant is insufficient to pay for remediation of all earthquake related damage to the house. The plaintiff says the house requires substantial repairs including replacement of the foundations. The plaintiff says the economic option is to rebuild the house at a cost of \$327,000. The plaintiff claims \$198,396.82 (plus damages, interest and costs) from the first defendant and \$127,000 (plus damages, interest and costs) from the second defendant.	6/05/2016			Jared Higby:- St Asaph Chambers, Plaintiff John Knight/Jeremy Upson:- Chapman Tripp, First Defendant Morgan Powell/Becky Morris:- Bell Gully, Second Defendant	YES	DISCONTINUED 07/03/2019
CIV-2016-409-000326	Carey & Anor v International Underwriting Agencies Limited & Certain Underwriters at Lloyds of London	General Proceeding	Proceeding relates to three properties at Manchester Street, High Street and Tuam Street. Each of the properties has been demolished due to damage caused by the earthquakes. The plaintiffs say they have received indemnity payments, but the defendants have erroneously deducted 2.5% for excess or deductible. The plaintiffs claim the reinstatement costs for each building of \$2,468,537 for Tuam Street; \$3,217,086 for High Street; and \$3,976,787 for Manchester Street. The plaintiffs also claim preparation costs, professional fees, deductibles, interest and costs from the defendants.	3/05/2016			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs Frank Rose:- Keegan Alexander, Defendants	YES	DISCONTINUED 12/06/2017
CIV-2016-409-000325	King-Stevens v IAG New Zealand Limited	General Proceeding	Property at Main North Road, Belfast. Covered under BNZ Bank policy. Damaged in September 2010 and February 2011. The plaintiff says the repair methodology proposed by the defendant is insufficient to remediate the home to its "when new" condition. In particular, the plaintiff says the foundations need to be demolished and replaced. The plaintiff says the economic option is to rebuild at a cost of \$706,898.68. The plaintiff claims \$553,324.88 (plus \$2500 garden and lawn cover, \$2000 stress payment, general damages, interest and costs) from the defendant.	6/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 17/10/2017
CIV-2016-409-000324	Peka Holdings Limited v IAG New Zealand Limited	General Proceeding	Property at Alexandra Street, Richmond. Covered under NZI policy. Damaged in September 2010, February 2011 and January 2012. The plaintiff says the appropriate repair methodology for the house involves the demolition and replacement of the foundations with TC2 type foundations, among other substantive repairs. The plaintiffs say the repair strategy proposed by the defendant will not reinstate the house to the requisite condition under the policy of insurance. The plaintiffs seek a declaration to that effect and further that the appropriate repair methodology is to replace the foundations. The plaintiff also seek \$20,000 loss of rent payment, interest and costs.	4/05/2016			G K Riach/T E Hutchinson:- Harmans Lawyers, Plaintiff Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 07/08/2017
CIV-2016-409-000323	Preece v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Foresters Crescent, Parklands. Covered under AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say the scope of repair works proposed by the first defendant will not return the house to an as new condition. The plaintiffs seek an order that the first defendant pay up to \$115,000 per event and the second defendant pay the remainder of the cost to reinstate the house. The plaintiffs also seek interest and costs.	3/05/2016			Andrew Hooker/Kate Sheehan:- Shine Lawyers, Plaintiff Grace Bennett:- Chapman Tripp, First Defendant (DISCONTINUED) Morgan Powell/Rory Nolan:- Bell Gully, Second Defendant	YES	STRUCK OUT 01/06/2017
CIV-2016-409-000318	Kristinsson v Southern Response Earthquake Services Limited and Earthquake Commission	General Proceeding	Property at Blake Street, New Brighton. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the scope of works proposed by the defendant will not reinstate the house to the condition required under the policy of insurance. The plaintiff seeks an order that the defendant must pay the difference between the amount paid by Earthquake Commission and the amount required to reinstate the house. The plaintiff also claims interest and costs.	5/05/2016			Adrian Olney, plaintiffs Peter Leman/Brad Cuff:- DLA Piper, Defendant	YES	DISCONTINUED 14/01/2020
CIV-2016-409-000307	Hu v Earthquake Commission & IAG New Zealand Limited (Discontinued)	General Proceeding	Property at Tilford Street, Woolston. Covered under State policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant cash settled their claim but the payment is insufficient to reinstate the house. The plaintiff says the repair methodology proposed by the first defendant is insufficient to remediate the earthquake damage to the house. The plaintiff says it is carrying out assessments on the property to determine the appropriate repair methodology and the cost of carrying it out. The plaintiff claims \$223,401.25 (plus damages, interest and costs) from the first defendant and the remainder (to be determined) from the second defendant (plus \$2500 landscaping costs, \$1000 stress payment, accommodation allowance of \$20,000, general damages, interest and costs).	3/05/2016			Jared Higby:- St Asaph Chambers, plaintiffs Amber Richards:- Chapman Tripp, First Defendant Simon Connolly:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 06/03/2019
CIV-2016-409-000306	Coppen v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Bickerton Street, Wainoni. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repairs did not remediate all of the earthquake damage or address the structural damage to the house. The plaintiffs are in the process of obtaining structural engineering and quantity surveying reports. The plaintiffs claim up to \$115,000 per earthquake event (plus damages, interest and costs) from the first defendant and the remainder (plus damages, interest and costs) from the second defendant.	3/05/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Noor Hamid, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Caroline Laband/Richard Tosh:- DLA Piper, Second Defendant	YES	DISCONTINUED 12/06/2017
CIV-2016-409-000300	Payne v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Bordersley Street, Phillipstown. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the cash settlement sum received from the first defendant is insufficient to reinstate the house. The plaintiffs say the economic option is to rebuild the house at a cost of \$632,516.04. The plaintiffs claim \$227,700 (plus damages, interest and costs) from the first defendant and \$402,516.04 (plus damages, interest and costs) from the second defendant.	29/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs Jacob Kerkin:- Chapman Tripp, First Defendant Peter Leman/Charlotte Duncan:- DLA Piper, Second Defendant	YES	DISCONTINUED 15/08/2018

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CIV-2016-409-000299	Williams v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Halswell Road, Halswell. Covered under NZI policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendants proposed repair methodology is insufficient to remediate all of the natural disaster damage to the house. The plaintiffs say the foundations need to be replaced among other substantive repairs. The plaintiffs say the economic option is to rebuild the house at a cost of \$1,056,118.23. On this basis the plaintiffs claim \$227,700 (plus damages, interest and costs) from the first defendant and \$826,118.23 (plus \$2500 landscaping, \$2000 stress payment, damages, interest and costs) from second defendant.	29/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight/Simon O'Donnell:- Chapman Tripp, First Defendant (DISCONTINUED) Anna, Prialux/Caroline Laband:- DLA Piper, Second Defendant	YES	DISCONTINUED 15/11/2017
CIV-2016-409-000295	Trochine & Massie v Vero Insurance New Zealand Limited	General Proceeding	Property at Purple Peak Road, Akaroa. Covered under Vero policy. Damaged in September 2010 and February 2011. The property includes substantial groundworks and landscaping on a steep gradient. The plaintiffs say the driveway consists of 923 meters squared of asphalt with considerable rainwater runoff systems and lighting fixtures. The plaintiffs say the driveway was damaged in the earthquakes. The plaintiffs say the defendant has been investigating the claim for damage to the driveway since November 2010 and has committed breach of contract by failing or refusing to pay the cost of repairing or replacing the driveway; the defendant breached its claim handling obligations by failing to properly instruct and provide reports prepared by expert engineers; and the delay caused by the defendant is unreasonable. The plaintiffs seek the cost to resintate the driveway, \$80,243.95 in legal and professional costs, interest, further expert costs, damages and costs.	26/04/2016			Stephanie Grieve/Stephanie Mann:- Duncan Cotterill, Plaintiffs Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 19/12/2016
CIV-2016-409-000280	Shailer v Earthquake Commission & AA Insurance Limited	General Proceeding (Repairs)	Property at Merrington Crescent, Aranui. Covered under AA policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiff says the first defendant arranged minor repairs to be carried out through Fletcher EQR. The plaintiff says the repairs did not address the structural damage to the house. The plaintiffs position is that the foundations must be replaced and that the cost of this will be determined as its assessments continue. The plaintiff claims up to \$115,000 per earthquake event (plus damages, interest and costs) from the first defendant and the remainder (plus damages, interest and costs) from the second defendant.	20/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, First Defendant Helen MacFarlane:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 04/11/2019
CIV-2016-409-000279	Deane & Wooddin v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding (Repairs)	Property at Grampian Street, Casebrook. Covered under Westpac Bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs says the repairs conducted by the first defendant did not repair all of the earthquake damage or address the structural damage to the house. The plaintiffs obtained a report from a structural engineer which indicates that the foundations should be replaced in order to reinstate the building. On this basis the plaintiffs say it would be cheaper to rebuild the house than repair it. The plaintiffs say the cost to rebuild is \$697,130. The plaintiffs claim \$229,686.93 (plus damages, interest and costs) from the first defendant and \$442,704 (plus other entitlements, damages, interest and costs) from the second defendant.	20/04/2016			Grant Smith:- Canterbury Legal, solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Simon Connolly:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 28/09/2018
CIV-2016-409-000259	Livingston v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Keyes Road, New Brighton. Covered under Westpac Bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the defendant determined that the house was a total loss and had to be rebuilt and started the process of rebuilding the house. The plaintiffs say a year later the defendant said it was going to cash settle the claim instead of managing the rebuild of the house. The plaintiffs say it will cost \$850,000 to rebuild the house but the defendant has failed or neglected to pay the cost of rebuilding the house. The plaintiffs claim \$726,964.58 (plus \$20,000 temporary accommodation, damages and costs) from the defendant	15/04/2016			A L Sumner:- Cameron & Co, Plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 09/12/2016
CIV-2016-409-000258	Boyce v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Rowses Road, Aranui. Covered under AML policy. Damaged in September 2011, February 2011 and June 2011. The plaintiffs say the first defendant arranged for repair works to be carried out by Fletcher EQR. The plaintiffs position is that the repairs did not remediate all of the earthquake damage to the house and the repairs that were carried out did not reinstate the house to the condition required under Earthquake Commission Act 1993 or the policy of insurance. The plaintiffs say the house is uneconomic to repair and must be rebuilt at a cost of \$721,779.77. The plaintiffs claim \$227,000 (plus damages, interest and costs) from the first defendant and \$491,779.77 (plus damages, interest and costs) from the second defendant.	15/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Leman/Brad Cuff/Vincent Burns:- DLA Piper, Second Defendant	YES	DISCONTINUED 22/03/2019
CIV-2016-409-000252	Foote v Earthquake Commission & Lumley General Insurance	General Proceeding	Property at Rowan Avenue, Aranui. Covered under Westpac Bank policy. Damaged in January 2011, February 2011, June 2011 and December 2011. The plaintiff says a cash settlement payment by the first defendant was insufficient to remediate the earthquake damage to the house. Further, the repair methodologies proposed by the defendants will not reinstate all of the earthquake damage to the house even if it were carried out. The plaintiff says the economic option is to rebuild the house a cost of \$611,371.14. The plaintiff claims \$227,700 (plus damages, interest and costs) from the first defendant and \$381,371.14 (plus \$2000 landscaping costs, \$20,000 alternative accommodation, \$1000 stress payment, damages, interest and costs) from the second defendant.	14/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant (Discontinued) Paul Smith:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 13/12/2017
CIV-2016-409-000251	Young v Earthquake Commission and Vero	General Proceeding	Claim in respect of two dwellings at Main Road, Redcliffs. Both relevant dwellings were covered under Vero policies. Damaged in September 2010 and February 2011. The plaintiff says the insurance rights, including land claims, were assigned by the former owner of the respective dwellings. The plaintiff does not accept the repair cost settlement offered by the first defendant. The plaintiff seeks: a declaration that the defendant is liable for damage to the land; declarations that the first defendant is liable to pay the cost of repair for the dwellings; interest; costs; and general damages.	14/04/2016			Jai Moss/Gary Davis, counsel acting for plaintiffs Nathaniel Walker, Russell McVeagh, Defendant John Knight:- Chapman Tripp, Defendant	YES	DISCONTINUED 03/07/2020

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CIV-2016-409-000250	Clare v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Ohoka Road, Kaiapoi. Covered under AMI policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs say the first defendant arranged repairs but they were never completed. Notwithstanding the uncompleted repairs, the plaintiffs say the house must be rebuilt in order to remediate the earthquake damage to the house. The plaintiffs say it will cost \$823,375.97 to rebuild the house. The plaintiffs claim \$358,392.66 (plus damages, interest and costs) from the first defendant and \$461,363.17 (plus damages, interest and costs) from the second defendant.	14/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 05/07/2017
CIV-2016-409-000249	Huddy & Watkinson v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Bridge Street, New Brighton. Covered under AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say the defendants deny any further work needs to be carried out on the foundations of the house. The plaintiffs say they are in the process of obtaining a report from a quantity surveyor to quantify the cost of rebuild or repair. The plaintiffs claim \$110,416.48 (plus damages, interest and costs) from the first defendant and the remainder of the cost of reinstatement (plus damages, interest and costs) from the second defendant.	14/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant (Discontinued) Emily Walton, Wynn Williams, Second Defendant	YES	DISCONTINUED 07/09/2017
CIV-2016-409-000248	Hay v Earthquake Commission & IAG New Zealand Limited (Discontinued))	General Proceeding (Repairs)	Property at Nursery Road, Phillipstown. Covered under State policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff says the repairs carried out by the first defendant did not address the structural damage to the house. The plaintiff says the foundation needs to be replaced in its entirety. The plaintiff is currently obtaining quantity surveyor reports to quantify its claims. The plaintiff claims a minimum of \$91,080 (plus damages, interest and costs) from the first defendant and the remainder (plus other entitlements, damages, interest and costs) from the second defendant.	15/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Leman/Brad Cuff:- DLA Piper, Second Defendant	YES	TRANSFERRED TO DISTRICT COURT 20/03/2018
CIV-2016-409-000213	Jaspersmith & Barker v Vero Insurance New Zealand Limited	General Proceeding	Property at Webb Street, Saint Albans. Covered under PGG Wrightson-AON policy. Damaged in September 2010. The plaintiffs say they received over-cap payment from Earthquake Commission. The plaintiffs say the cost to repair the house is \$1,182,827.82, the defendant says the cost to repair is \$316,136.73. The plaintiffs claim \$1,067,827.82 (plus damages, interest and costs) from the defendant.	5/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs Peter Hunt:- McElroys, defendant	YES	DISCONTINUED 18/12/2017
CIV-2016-409-000211	Ehau v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Thorness Street, Avondale. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repair methods proposed by the defendants involve jacking and packing to the foundations of the house. The plaintiffs say this method will not return the house is a condition substantially the same as new. The plaintiffs say the economic option is to rebuild the house at a cost of \$675,545.09. The plaintiffs claim \$180,728.96 (plus damages, interest and costs) from the first defendant and \$492,990.58 (plus damages, interest and costs) from the second defendant.	1/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Richard Tosh:- DLA Piper, Second Defendant	YES	DISCONTINUED 19/04/2017
CIV-2016-409-000210	McIntyre v IAG New Zealand Limited	General Proceeding	Property at Regents Park Drive, Casebrook. Covered under State policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the repair methodology proposed by the defendant of lifting the house and rebuilding the foundations is not feasible or economic to complete. The plaintiff says the economic option is to rebuild the house at a cost of \$1,927,006. The plaintiff claims \$1,729,328.21 (plus \$2500 landscaping costs, \$1000 stress payment, \$20,000 temporary accommodation, damages, interest and costs) from the defendant.	1/04/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs Olive Collette-Moxon:- Duncan Cotterill, Defendant	YES	DISCONTINUED 12/03/2018
CIV-2016-409-000199	Boyce v Southern Response Earthquake Services Limited	General Proceeding	Property at Mt Pleasant Road, Mt Pleasant. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant agreed that the property was uneconomic to repair and that the house should be demolished and rebuilt. The plaintiff says it will cost \$938,467 to rebuild the house and the defendant has made an offer to rebuild with a maximum cost of \$680,390.77. The plaintiff seeks: a declaration that the cost of rebuilding the property is \$938,467; a declaration that the plaintiff can buy another house up to the value of the cost to rebuild; judgment for the sum of \$48,167.75 for quantification costs; interest; and costs from the defendant.	24/03/2016			Mark Henderson:- Corcoran French, Plaintiffs David Friar:- Bell Gully, Defendant	YES	DISCONTINUED 04/05/2017
CIV-2016-409-000198	McGrath v Southern Response Earthquake Services Limited	General Proceeding	Property at Gamblins Road, Saint Martins. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say deep ground improvements are required to reinstate the house therefore the house must be rebuilt at a cost of \$1,091,458. The plaintiffs claim \$948,711.50 (plus damages, interest and costs) from the defendant.	30/03/2016			Grant Shand:- Plaintiffs David Friar:- Bell Gully, Defendant	YES	DISCONTINUED 27/06/2017
CIV-2016-409-000197	Nielsen v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Grafton Street, Waltham. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repair methodology proposed by the first defendant does not meet the standard of repair under Earthquake Commission Act 1993 or the policy of insurance. The plaintiffs claim \$115,000 per earthquake event (plus interest and costs) from the first defendant and orders to the effect that the second defendant must pay the the different between cover under Earthquake Commission Act 1993 and the amount payable under the policy of insurance (plus interest anc costs).	23/03/2016			Grant Smith:- Canterbury Legal, Plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 14/05/2019
CIV-2016-409-000195	Nielsen v Earthquake Commission & Southern Response Earthquake Services Limited (Discontinued)	General Proceeding	Property at Buccleugh Street, Phillipstown. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repair methodology proposed by the first defendant does not meet the standard of repair under Earthquake Commission Act 1993 or the policy of insurance. The plaintiffs claim \$115,000 per earthquake event (plus interest and costs) from the first defendant and orders to the effect that the second defendant must pay the difference between cover under Earthquake Commission Act 1993 and the amount payable under the policy of insurance (plus interest anc costs).	23/03/2016			Self-represented - Plaintiffs John Knight:- Chapman Tripp, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 11/02/2019
CIV-2016-409-000187	Cheah v Southern Response Earthquake Services Limited	General Proceeding	Property at Branksome Place, Parklands. Covered under AMI policy. Damaged in September 2010. The plaintiff says the defendant has proposed settlement by wash of cash payment based on a rebuild cost of \$327,241.07. The plaintiff says the cost to rebuild is \$628,345.36. The plaintiff claims \$513,345.36 (plus damages, interest and costs) from the defendant.	23/03/2016			Grant Shand:- Plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 29/06/2017

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-409-000175	Peka Holdings Limited v Earthquake Commission & IAG New Zealand Limited & Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of units at Springfield Road, Saint Albans, Christchurch. Covered under Monument Home Insurance policy. Damaged in September 2010 and February 2011. The plaintiff says the defendants proposed repair methodology for each of the respective units is insufficient to reinstate the units to the requisite condition under Earthquake Commission Act 1993 and the policy of insurance. The plaintiff claims \$115,000 (per unit, plus costs and interest) from the first defendant. The plaintiff also seeks an order that the second and third defendants specifically perform their obligations under the policy of insurance or alternatively judgment for the remaining cost of repairing the units (plus interest and costs).	17/03/2016			Andrew Hooker/Kate Sheehan:- Shine Lawyers, Plaintiffs John Knight:- Chapman Tripp, First Defendant Veronica Cress/Vanessa Ma:- DLA Piper, Second and Third Defendants	YES	DISCONTINUED 07/08/2017
CIV-2016-409-000169	Zonny Investments Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Wrights Road, Addington. Covered under NZI/BrokerWeb policy. Damaged in September 2010. The plaintiff purchased the property from the original insured owner in 2012. The plaintiff says the original insured owner was paid \$15,513.28 by the first defendant for settlement of natural disaster damage to the house. The plaintiff says it was assigned insurance rights by the original insured owner. The plaintiff says the house is uneconomic to repair and must be rebuilt. The plaintiff claims \$97,336.72 (plus interest and costs) from the first defendant and \$638,470.67 (plus damages, interest and costs) from the second defendant.	17/03/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant David Mahon/Rick Hargreaves:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 04/12/2018
CIV-2016-409-000167	McMahon v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (Repairs)	Property at Wildberry Street, Woolston. Covered under an AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendants repairs did not return the house to an as-new condition. The plaintiffs structural engineer says the economic option is to repair the house. The plaintiffs seek \$227,700 (plus damages, interest and costs) against the first defendant and \$789,738.79 (plus damages, interest and costs) against the second defendant.	17/03/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 13/06/2018
CIV-2016-409-000162	Stowers v Tower Insurance Limited	General Proceeding	Property at Pinewood Avenue, North New Brighton. Covered under ANZ policy. Damaged in February 2011. The plaintiff says the defendant has offered to repair the house by, inter alia, releveling the foundations by jacking and packing and low mobility grout injection. The plaintiff says this repair method will not adequately repair the house therefore the economic option is to rebuild at a cost of \$649,019.93. The plaintiff claims \$534,019.93 plus damages, stress payment, interest and costs from the defendant.	17/03/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 08/02/2017
CIV-2016-409-000146	Sykes v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Cowper Place, Avondale. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repair strategies proposed by the defendants will not repair the house to an as new condition. The plaintiffs say the economic option is to rebuild the house at a cost of \$729,712.18. The plaintiffs allege that the second defendant has elected to cash settle the claim because it purported to elect to pay the cost of repair and/or pay the cost of reinstatement for the driveways, fences and paths aspects of the claim. The plaintiffs claim \$227,700 (plus damages, interest and costs) from the first defendant and \$499,712.18 (plus damages, interest and costs) from the second defendant.	9/03/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Emily Walton/Sarah Ulmer:- Wynn Williams, Second Defendant	YES	DISCONTINUED 12/07/2018
CIV-2016-409-000130	Clark & Van Der Kluy v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Heywood Terrace, Richmond. Covered under AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs say the superficial repair methodology proposed by the first defendant is insufficient to return the house to an as new condition. The plaintiffs say the foundations must be replaced therefore the economic option is to rebuild at a cost of \$668,427. The plaintiffs claim \$213,111.41 (plus damages, interest and costs) from the first defendant and \$455,315.59 (plus damages, interest and costs) from the second defendant.	7/03/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight/Gabrielle Scott-Jones:- Chapman Tripp, First Defendant (Discontinued) Nick Moffatt/David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 17/08/2017
CIV-2016-409-000129	Muir v Tower Insurance Limited	General Proceeding	Claim in respect of property at Harry Ell Drive, Cashmere. Covered under Tower policy. Damaged in September 2010. The plaintiffs say they have been paid an over-cap payment by Earthquake Commission. The plaintiffs say the defendant proposes to re-level the floors and replace the exterior cladding. The plaintiffs say the concrete slab foundation needs to be replaced. The plaintiffs seek judgment for the cost to reinstate the house or alternative a declaration that the defendant is laible to pay the full replacement cost of rebuilding the house. The plaintiffs also seek \$25,000 for temporary accommodation, damages, interest and costs.	7/03/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 01/02/2018
CIV-2016-409-000126	Collins-Beardsley & Debenham v Earthquake Commission & AA Insurance Limited	General Proceeding	Claim in respect of property at Goldsmith Place, Waltham. Covered under AA policy. Damaged in September 2010. The plaintiffs say the first defendant has proposed to replace internal wallpaper and paint the walls. The plaintiffs say the property is uneconomic to repair and must be rebuilt at a cost of \$504,165.60. The plaintiffs claim \$68,310 (plus damages, interest and costs) from the first defendant and \$435,855.60 (plus damages, interest and costs) from the second defendant.	4/03/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight/Gabrielle Scott-Jones:- Chapman Tripp, First Defendant Emily Walton/Hazel Bowering-Scott:- Wynn Williams, Second Defendant	YES	DISCONTINUED 28/09/2017
CIV-2016-409-000110	O'Donnell & Ors v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Belfield Street, Dallington. Covered under a BNZ bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the repairs to the house carried out by the defendant failed to remediate all of the damage to the house. The plaintiffs structural engineer assessed that the economic option is to rebuild the house. The plaintiffs say the second defendant did not take sufficient steps to settle the claim. The plaintiffs seek \$227,000, (plus damages, interest and costs) from the first defendant and \$178,937.69 (plus stress payments, damages, interest and costs) from the second defendant.	26/02/2016			Grant Smith:- Canterbury Legal, solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs John Knight/Anthony Wicks:- Chapman Tripp, First Defendant Catherine Jamieson/Daniel Weatherley:- Young Hunter, Second Defendant	YES	DISCONTINUED 05/04/2018
CIV-2016-409-000107	Bishay & Matta v Southern Response Earthquake Services Limited & Renov Group Limited (In liquidation)	General Proceeding (Repairs)	Property at Willryan Avenue, New Brighton. Covered under Premier House policy. Damaged in February 2011. The plaintiffs say the defendant elected to repair the property. The plaintiffs provided an extensive list of defects with this repair. The plaintiffs say the house cannot be economically or viably repaired. The plaintiffs seek \$593,193 rebuild cost (plus damages, alternative accommodation costs, interest and costs) from the defendant.	25/02/2016			Grant Shand:- Plaintiffs Shane Swinnerd:- DLA Piper, First Defendant Geoff Carter:- Chapman Tripp, Third Party (stayed) Nick Gillies/Nina Thomson:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 11/10/2017
CIV-2016-409-000106	Emmons Developments New Zealand Limited v Mitsui Sumitomo Insurance Co Ltd and Vero Insurance New Zealand Limited	General Proceeding	Property at 171 Oxford Terrace, Cathedral Square and Worcester Street. Insured under a Business Package Policy with both defendants. Property damaged in the Canterbury Earthquake Sequence. One building demolished per s.40(1) CER Act, two buildings extensively damaged. Plaintiff claims judgment in the sum of \$4,856,094.06 for recoverable costs, interest and costs.	24/02/2016				YES	DISCONTINUED 24/10/2018

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CIV-2016-409-000099	Drummond & Caldwell v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Badger Street, Parklands. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the second defendant has proposed that the house can be repaired by a methodology involving jacking and packing and re-levelling. The plaintiffs say the foundations must be removed and replaced therefore the economic option is to rebuild at a cost of \$454,675.50. The plaintiffs claim \$326,233.19 (plus damages, interest and costs) from the first defendant and \$125,147.03 (plus damages, interest and costs) from the second defendant.	18/02/2016			Grant Smith:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs John Knight/Jasmin Moran:- Chapman Tripp, First Defendant (DISCONTINUED) Matthew Harris/Sam McMullan:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 18/05/2017
CIV-2016-409-000082	Bougen v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Mountbatten Street, New Brighton. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repairs proposed by the first defendant are insufficient to return the house to an as new condition. The plaintiffs say the house is economic to repair and must be rebuilt. The plaintiffs claim \$198,557.63 plus damages, interest and costs from the first defendant and \$227,253.03 plus damages, interest and costs from the second defendant.	15/02/2016			Grant Smith:- Canterbury Legal, solicitor for the plaintiff, and Jai Moss/Gary Davis, Counsel for plaintiff John Knight:- Chapman Tripp, First Defendant Emily Walton, Wynn Williams, Second Defendant	YES	DISCONTINUED 19/09/2017
CIV-2016-409-000081	Zonny Investments Limited v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Hoon Hay Road, Hoon Hay. Covered under Tower policy. Damaged in September 2010, June 2011 and May 2012. The plaintiff says the repairs carried out by the first defendant were insufficient to return the house to the same condition and extent as when new. The plaintiff says the economic option is to rebuild the house at a cost of \$735,527.26. The plaintiff claims \$223,972.32 plus damages, interest and costs from the first defendant and \$473,421.81 plus damages, interest and costs from the second defendant.	15/02/2016			Grant Smith:- Canterbury Legal, solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs John Knight/Jasmin Moran:- Chapman Tripp, First Defendant (DISCONTINUED) Matthew Harris/Sam McMullan:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 22/11/2017
CIV-2016-409-000069	Arnold v Southern Response Earthquake Services Limited	General Proceeding	Property at Queens Avenue, Fendalton. Covered under AMI policy. Damaged in February 2011 and June 2011. The plaintiffs say the house must be demolished and rebuilt because it is not physically possible to relocate or lift the house to allow new foundations to be built. The plaintiff says the house must be rebuilt at a cost of \$1,419,410. The plaintiffs claim \$1,240,419 plus damages, interest and costs from the defendant.	10/02/2016			Grant Shand:- Plaintiffs Peter Leman/Kathryn Clendon:- DLA Piper, Defendant	YES	DISCONTINUED 22/12/2016
CIV-2016-409-000057	Bond & Cupples v Southern Response Earthquake Services Limited	General Proceeding	Property at Port Hills Road, Hillsborough. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendants proposed repair methodology is insufficient because retention of a concrete ring and replacement of piles does not meet the defendants obligation to reinstate using current materials and methods. The plaintiffs claim damages for loss totalling \$1,018,753.34 or alternatively a declaration that the house is uneconomic to repair, loss of rent, costs and interest.	5/02/2016			Kate Sheehan:- Shine Lawyers, Plaintiffs Emily Walton/Pip Allan:- Wynn Williams, Defendant	YES	DISCONTINUED 25/07/2017
CIV-2016-409-000056	Weepu v Earthquake Commission & IAG New Zealand Limited	General Proceeding (Repairs)	Property at Birchfield Avenue, Dallington. Covered under a State policy. Damaged in February 2011. The plaintiffs structural engineers says the repairs carried out by the first defendant were done poorly and failed to remediate the earthquake damage to the house. The plaintiff says that the second defendant did not take steps to settle the claim. The plaintiffs structural engineer says the economic option is to rebuild at a cost of \$607,122.59. The plaintiff seeks \$113,850 (plus damages, interest and costs) from the first defendant and \$492,122.59 (plus damages, interest and costs) from the second defendant.	4/02/2016			Grant Smith:- Canterbury Legal, solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Paul Smith:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 12/07/2018
CIV-2016-409-000055	Ilkiv v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Bowenvale Avenue, Cashmere. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the repair estimates prepared by the first defendant and the second defendant are insufficient to reinstate the house to the policy standard. The plaintiff says the economic option is to rebuild at a cost of \$1,055,405.46. The plaintiff claims \$184,037.06 plus damages, interest and costs from the first defendant and \$825,405.46 plus damages, interest and costs from the second defendant.	4/02/2016			Grant Shand:- Plaintiffs John Knight/Simon ODonnell:- Chapman Tripp, First Defendant Caroline Laband/Vanessa Ma:- DLA Piper, Second Defendant (DISCONTINUED)	YES	DISCONTINUED 12/04/2017
CIV-2016-409-000053	Immers v IAG New Zealand Limited	General Proceeding	Property at Donnington Street, Parklands. Covered under IAG policy. Damaged in September 2010 and February 2011. The plaintiffs say that the defendants proposed repair methodology to releve the foundations using low mobility grout is insufficient to remediate the house to the same condition and extent as when new. The plaintiffs say the economic option is to rebuild the house at a cost of \$959,560. The plaintiffs claim \$836,487 plus damages, interest and costs from the defendant.	2/02/2016			Grant Shand:- Plaintiffs Ross Armstrong:- DLA Piper, Defendant	YES	DISCONTINUED 14/12/2016
CIV-2016-409-000051	Van Der Lee v Tower Insurance Limited	General Proceeding	Property at Pegasus Avenue, North New Brighton. Covered under ANZ Bank policy. Damaged in September 2010. The plaintiff says the defendants proposed repair methodology is insufficient to repair the house. The plaintiff says the foundations and cladding must be replaced, and ground improvement is necessary. The plaintiff says the economic option is to rebuild the house at a cost of \$706,189.36. The plaintiff claims \$591,189.36 plus damages, interest and costs from the defendant.	2/02/2016			Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/Gary Davis, counsel acting for plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 01/08/2017
CIV-2016-409-000035	Bamsley v Southern Response Earthquake Services Limited	General Proceeding	Property at Sinclair Street, New Brighton. Policy under Souther Response. Property damaged in Canterbury Earthquake Sequence. Southern Response elected to rebuild the house. Plaintiff seeks reinstatement costs of \$923,934, alternative accomodation and storage costs, the cost of items lost from the site, general damges, interest and costs.	26/01/2016			Grant Shand, Grant Shand Baristers, Plaintiffs Caroline Laband, DLA Piper, Defendant	YES	DISCONTINUED 08/08/2016
CIV-2016-404-003215	Vinlink Marlborough Limited v IAG New Zealand Limited	General Proceeding	Removed from Christchurch Earthquake list	20/12/2016			Peter Woods:- Anthony Harper, Solicitor for the appellant Craig Langstone:- Fee Langstone, Defendants	YES	REMOVED FROM EARTHQUAKE LIST 08/03/2017
CIV-2016-404-002194	Park Grove Estate Limited v Vero Insurance New Zealand Limited	General Proceeding	Property at Saint Asaph Street, Christchurch. Covered under a Vero policy. Damaged in September 2010 and February 2011. The plaintiff says the indemnity payment made by the defendant is insufficient to completely remediate all of the damage to the property. The plaintiff seeks \$652,032.10 (plus interest and costs) from the defendant.	2/09/2016			Grant Shand:- Plaintiffs [Discontinued before being served]	YES	DISCONTINUED 10/03/2017
CIV-2016-404-002189	Southern Response Earthquake Services Limited v QBE Insurance (International) Limited	General Proceeding	Various properties in Christchurch. Damaged as a result of Canterbury earthquake sequence. Policy under QBE. The plaintiff says the defendant has indemnified the plaintiff against any earthquake damage and is liable to the plaintiff for various repairs and fit out costs. The plaintiff seeks declarations under the Declaratory Judgment Act in addition to judgment for \$7,559,829.61 (plus interest and costs) and business interruption costs against the defendant.	2/09/2016			David Friar:- Bell Gully, Plaintiff Craig Langstone:- Fee Langstone, Defendant	YES	WITHDRAWN 20/10/2016

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CIV-2016-404-002068	Cooper-Davies Trustees Number 6 Limited & Zurich Australia Insurance Limited	General Proceeding	Claim in respect of a commercial property at Lichfield Street. The plaintiff says the former owner of the property entered into a settlement agreement with the defendant. The plaintiff says the settlement agreement did not sufficiently meet the terms of the policy of insurance because settlement should have been on a per-event basis. The plaintiff seeks a declaration that the settlement agreement is not enforceable and that the defendant owes the plaintiff the difference between the settlement amount and the per-event amount.	25/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiffs Antony Holden:- DAC Beachcroft, Defendant	YES	DISCONTINUED 10/03/2017
CIV-2016-404-002065	Crum v Vero Insurance New Zealand Limited	General Proceeding	Property at Shortland Street, Wainoni. Covered under Vero policy with a sum insured limit. The plaintiffs say the sum insured amount reinstated on the happening of each earthquake therefore the damage should be apportioned between events each with a reinstated sum insured. The plaintiffs seek declarations to this effect plus interest and costs.	25/08/2016			Stephen Rennie:- Rhodes & Co, Plaintiffs Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 29/03/2018
CIV-2016-404-001786	Auld v IAG New Zealand Limited & Earthquake Commission	General Proceeding (Repairs)	Property at Wattle Drive, New Brighton. Covered under a State policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant has not taken steps to settle the claim and the second defendant has not made payment as obligated under Earthquake Commission Act 1993. The plaintiff seeks \$425,000 (plus damages, stress payment, interest and costs) from the first defendant and \$175,000 (plus damages, interest and costs) from the second defendant.	28/07/2016			Grant Shand:- Counsel for Plaintiffs DLA Piper, First Defendant John Knight- Chapman Tripp, Second Defendant	YES	DISCONTINUED 14/11/2017
CIV-2016-404-001741	McLaren v Tower Insurance Limited	General Proceeding	Property at Quinns Road, Shirley. Covered under ANZ Bank policy. Damaged in February 2011 and June 2011. The plaintiff says the defendant has settled her claim for driveways, paths and fences but not the claim for substantive damage to the house. The plaintiff says the economic option is to rebuild at a cost of \$669,231.95. The plaintiff claims \$549,266.88 (plus damages, interest and costs) from the defendant.	27/07/2016			David Jackson:- Counsel for Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 22/03/2019
CIV-2016-404-001715	Garnett v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Richardson Terrace, Woolston. Covered under a Lumley policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not taken steps to settle the claim. The plaintiffs seek \$990,844.70 (plus stress payment, additional loss, interest and costs) from the defendant.	22/07/2016			Grant Shand:- Counsel for Plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 15/03/2018
CIV-2016-404-001617	Soper v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Beauford Place, Parklands, Christchurch. Covered under a Westpac Bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the foundations of the house must be replaced and that the cost of remediation will "cost about \$800,000." The plaintiff claims \$662,353.82 (plus damages, interest and costs) from the defendant.	13/07/2016			Grant Shand:- Plaintiffs Catherine Laband:- DLA Piper, Defendant	YES	DISCONTINUED 08/11/2017
CIV-2016-404-001534	Knight & Calder v IAG New Zealand Limited & Earthquake Commission	General Proceeding	Property at Seaview Terrace, Lyttelton. Covered under a State policy. Damaged in September 2010 and February 2011. The plaintiffs say the first defendant has not taken steps to settle the claim and the payments made by the second defendant are insufficient to fully remediate the damage to the house. The plaintiffs seek \$1,229,904.65 (plus interest and costs) from the first defendant and \$57,539.22 (plus damages, interest and costs) from the second defendant.	1/07/2016			Grant Shand:- Plaintiffs Oliver Collette-Moxon:- Duncan Cotterill, First Defendant John Knight- Chapman Tripp, Second Defendants	YES	DISCONTINUED 30/08/2017
CIV-2016-404-001465	Sutherland v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Broadhaven Avenue, Parklands. Covered under Westpac Bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant proposed to repair the house by repairs to the foundations. The plaintiffs say the foundation must be replaced. The plaintiffs claim \$663,206.86 (plus damages, interest and costs) from the defendant.	24/06/2016			Grant Shand:- Plaintiffs Paul Smith:- Duncan Cotterill, Defendant	Yes	DISCONTINUED 22/01/2019
CIV-2016-404-001396	Armfield v IAG New Zealand Limited	General Proceeding	Property at Chepstow Avenue, Fendalton. Covered under a State policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has not taken steps to settle the claim. The plaintiffs seek \$344,924.24 (plus temporary accommodation, landscaping, damages, interest and costs) from the defendant.	20/05/2016			Grant Shand:- Plaintiffs Grant MacDonald/Anna McElhinney:- DLA Piper, Defendant	YES	DISCONTINUED 17/01/2017
CIV-2016-404-001391	Batstone v IAG New Zealand Limited	General Proceeding	Property at Whaka Terrace, Huntsbury. Covered under a State policy. Damaged in February 2011. The plaintiffs say the defendant has not taken steps to settle the claim. The plaintiffs seek \$1,556,614 (plus damages, stress payment, interest and costs) from the defendant.	16/06/2016			Grant Shand:- Plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 03/08/2017
CIV-2016-404-001161	Ng & Ors v IAG New Zealand Limited & Earthquake Commission Limited	General Proceeding (Repairs)	Property at 46 Middleton Road, Upper Riccarton. Covered under a BNZ Bank policy. Damaged in February 2011. The plaintiffs say the defendants have failed or refused to make payment for reinstatement of earthquake damage. The plaintiffs say the economic option is to rebuild at a cost of \$673,312.93. The plaintiffs claim \$544,744.43 (plus damages, interest and costs) from the first defendant and \$113,850 (plus damages, interest and costs) from the second defendant.	31/05/2016			Grant Shand:- Plaintiffs Catherine Jamieson:- Young Hunter, First Defendant John Knight- Chapman Tripp, Second Defendant	YES	DISCONTINUED 14/11/2017
CIV-2016-404-001116	JASML Limited v IAG New Zealand Limited (Discontinued) & Earthquake Commission	General Proceeding	Properties at Rawson Street, New Brighton. Covered under an IAG policy. Damaged in February 2011. The plaintiff says the economic option is to rebuild and the payments made so far by the first and second defendants have been insufficient to do so. The plaintiff seeks \$192,213.82 (plus lost rent, stress payment, interest and costs) from the first defendant and \$113,850 (plus interest and costs) from the second defendant.	27/05/2016			Grant Shand:- Plaintiff Grant Macdonald/Ian Law:- DLA Piper, First Defendant John Knight/Anthony Wicks:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 18/09/2017
CIV-2016-404-001071	Xu & Diamantina Trust Limited v IAG New Zealand Limited & Earthquake Commission	General Proceeding	Property at 90 Shortland Street, Wainoni. Covered under BNZ Bank policy. Damaged in September 2010 and February 2011. Insurance rights assigned to the plaintiff by deed of assignment in February 2015. The plaintiff says the economic option is to rebuild at a cost of \$583,888.52. The plaintiff claims \$353,888.52 (plus \$1125 stress payment, \$5000 loss of rent, interest and costs) from the first defendant and \$162,806.72 (plus interest and costs) from the second defendant.	23/05/2016			Grant Shand:- Plaintiffs Caroline Laband:- DLA Piper, First Defendant John Knight- Chapman Tripp, Second Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 17/08/2017 COURT OF APPEAL MILESTONES: CA517/17 Filed 11/9/17 Dismissed 11/5/18 SC47/18 Filed 31/5/18 Leave granted 2/8/18 Dismissed 3/7/19
CIV-2016-404-001006	Body Corporate 411913 v IAG New Zealand Limited	General Proceeding	Claims in respect of 2 units/houses in a unit title development at Flemington Avenue, North New Brighton. Covered under State policy. Damaged in February 2011. The plaintiff says the economic option is to rebuild each house at a cost of \$486,817.69 and \$486,817.69 respectively. The plaintiff claims \$754,613.60 plus interest and costs from the defendant.	16/05/2016			Grant Shand:- Plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 19/12/2016

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CIV-2016-404-001000	Connor & Ors (as trustees) v IAG New Zealand Limited & Earthquake Commission (discon)	General Proceeding	Property at Attlee Crescent, Bryndwyr. Covered under State policy. Damaged in September 2010 and February 2011. Insurance rights assigned to the plaintiff by deed of assignment in June 2012. The plaintiff says the economic option is to rebuild at a cost of \$558,462.71. The plaintiff claims \$387,616.43 (plus \$1000 stress payment, interest and costs) from the first defendant and \$169,137.81 (plus damages, interest and costs) from the second defendant.	13/05/2016			Grant Shand:- Plaintiffs Paul Smith:- Duncan Cotterill, First Defendant John Knight:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 28/03/2018
CIV-2016-404-000984	Frampton & Vanschevensteen v Tower Insurance Limited & Earthquake Commission	General Proceeding	Property comprising two adjoining flats at Riverlaw Terrace, Saint Martins. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiffs say the cost to remediate the damage to the flats is \$400,000 and \$200,000 respectively. The plaintiffs say the defendants have delayed settlement therefore must pay cash. The plaintiffs claim a combined total of \$369,698.29 (plus damages, interest and costs) from the first defendant and \$207,650.92 (plus damages, interest and costs) from the second defendant.	11/05/2016			Grant Shand:- Plaintiffs Alexander Ho:- Gilbert Walker, First Defendant John Knight/Ash Gray:- Chapman Tripp, Second Defendant (Discontinued)	YES	DISCONTINUED 11/08/2017
CIV-2016-404-000894	Senior v Vero Insurance New Zealand Limited	General Proceeding (transferred from the Auckland registry)	Property at Gardiners Road, Harewood. Covered under Vero policy. Damaged in September 2010 and February 2011. The plaintiff says the economic option is to rebuild the house at a cost of \$3,174,780. The plaintiff claims \$2,975,709.62 (plus damages, interest and costs) from the defendant.	2/05/2016			Grant Shand:- Plaintiffs Anna King:- Hesketh Henry, Defendant	YES	DISCONTINUED 18/09/2017
CIV-2016-404-000833	Zonneveld & Ors v Tower Insurance Limited & Earthquake Commission	General Proceeding	Property at Copenhagen Place, Hoon Hay. Covered under a Tower policy. Damaged in September 2010. The plaintiffs say the economic option is to rebuild the house and the payments made by the first and second defendant have been insufficient. The plaintiffs seek \$959,041.10 (plus damages, interest and costs) from the first defendant and \$75,790.07 (plus damages, interest and costs) from the second defendant.	21/04/2016			Grant Shand:- Plaintiffs Matthew Harris/Thomas Joseph:- Gilbert Walker, First Defendant John Knight:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 14/02/2018
CIV-2016-404-000790	Bekhuis v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Francis Avenue, Mairerhu. Covered under a Westpac Bank policy. Damaged in all earthquakes. The plaintiffs say the payments made so far by the defendant are insufficient to remediate all of the damage to the house. The plaintiffs seek \$463,682 (plus temporary accommodation, damages, interest and costs) from the defendant.	18/04/2016			Grant Shand:- Plaintiffs Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 26/04/2018
CIV-2016-404-000779	Fitzgerald & Ors (as trustees) v IAG New Zealand Limited	General Proceeding	Property at Innes Road, Saint Albans. Covered under State policy. Damaged in September 2010 and February 2011. The plaintiffs say to repair the house the foundations would need to be replaced with TC2 foundations with deep ground improvement. The plaintiffs say the economic option is to rebuild the house at a cost of \$1,515,962. The plaintiff claims \$1,384,712.81 (plus damages, \$1000 stress payment, interest and costs) from the defendant.	15/04/2016			Grant Shand:- Plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	JUDGMENT - DEFENDED HEARING 20/12/2018 COURT OF APPEAL MILESTONES: CA53/19 Leave to Appeal Filed 15/2/19 Leave granted 4/3/19 Filed 4/3/19 Appeal Abandoned 16/10/2019
CIV-2016-404-000778	Henderson & McIntyre v Tower Insurance Limited	General Proceeding	Property at Chartwell Street, Burwood. Covered under ANZ Bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the economic option is to rebuild at a cost of \$789,244. The plaintiffs claim \$x\$646,963.89 (plus \$15,000 temporary accommodation, damages, interest and costs) from the defendant.	15/04/2016			Grant Shand:- Plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 26/07/2017
CIV-2016-404-000680	Noonan & Tait v IAG New Zealand Limited	General Proceeding	Property at Digby Place, Bromley. Covered under ASB Bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendants proposed repair methodology, involving partial replacement of foundations, is insufficient to re-tore the house to a condition as nearly as possible equal to its condition when new. The plaintiffs say the economic option is to rebuild the house at a cost of \$698,599. The plaintiff claims \$587,686 (plus damages, interest and costs) from the defendant.	4/04/2016			Grant Shand:- Plaintiffs Rob Coltman/Simon Connolly:- Duncan Cotterill, Defendant	YES	DISCONTINUED 12/09/2017
CIV-2016-404-000665	Sianipar & Simanjuntak v IAG New Zealand Limited & Earthquake Commission	General Proceeding (Repairs)	Property at Windermere Road, Papanui. Covered under a State policy. Damaged in February 2011. The plaintiffs say the first defendant has not taken steps to settle the claim, and the work undertaken so far by the second defendant does not fully remediate the damage to the house. The plaintiffs seek \$153,874.24 (plus damages, interest and costs) from the first defendant and \$113,850 (plus damages, interest and costs) from the second defendant.	4/04/2016			Andrew Ferguson:- Plaintiffs Kate Rouch:- Chapman Tripp, First Defendant Rick Hargreaves:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 22/01/2019
CIV-2016-404-000456	Van Stolk v Vero Insurance New Zealand Limited	General Proceeding	Property at Cornwall Road, Lyttelton. Covered under Vero policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has offered to pay nothing to reinstate the house. The plaintiff says it will cost "approximately \$600,000" to reinstate the property. The plaintiff claims \$484,000 (plus damages, interest and costs) from the defendant.	10/03/2016			Grant Shand:- Plaintiffs	YES	STRUCK OUT 13/10/2016
CIV-2016-404-000340	Merry v IAG New Zealand Limited	General Proceeding	Property at Keyes Road, New Brighton. Covered under BNZ bank policy. Damaged in September 2010 and February 2011. The plaintiff says the repair strategy proposed by the defendant will not remediate the damage to the foundations of the house. The plaintiff says the economic option is to rebuild the house at a cost of \$996,208.55. The plaintiff claims \$850,327.83 (plus damages, interest and costs) from the defendant.	2/03/2016			Grant Shand:- Plaintiffs Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 24/02/2017
CIV-2016-404-000294	Moyle v IAG New Zealand & Pattersons Insurerbuild Limited	General Proceeding (Repairs)	??	29/02/2016			YES	YES	DISCONTINUED 24/07/2017
CIV-2016-404-000192	Winter v IAG New Zealand Limited	General Proceeding	Property at Flaxgrove Place, Parklands. Covered under IAG policy. Damaged in February 2011 and June 2011. The plaintiffs say the foundations of the house cannot be releveled, as proposed by the defendant. The plaintiff says the economic option is to rebuild the property at a cost of \$1,043,699.77. The plaintiff claims \$896,126.97 plus damages, temporary accommodation, stress payment, interest and costs from the defendant.	12/02/2016			Grant Shand:- Plaintiffs Simon Connolly:- Duncan Cotterill, Defendant	YES	DISCONTINUED 08/06/2017
CIV-2016-404-000150	Minchington v IAG New Zealand Limited	General Proceeding	Property at Cranford Street, Saint Albans. Covered under a State policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant has not taken steps to settle the claim. The plaintiff seeks \$863,494 (plus damages, stress payment, interest and costs) from the defendant.	4/02/2016			Grant Shand:- Plaintiff Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 18/08/2017

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2016-009-001844	Shane Beardsley and Krystal Linda Beardsley v Southern Response Earthquake Services Limited	General Proceeding	Properties at Rae Lane, New Brighton and Baker Street, New Brighton. Damaged as a result of the Canterbury Earthquake Sequence. Policy under AMI Insurance. Plaintiffs settled a claim in regards to the properties but after obtaining further information seek to have the settlement agreement declared void and claim judgement for a breach of the Fair Trading Act 1986, general damages, interest and costs.	12/08/2016	18/12/2018		Grant Shand, Grant Shand Baristers, Plaintiffs Peter Leman, DLA Piper, defendant	YES	DISCONTINUED 30/04/2019
CIV-2016-009-001842	Groen v Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Brynn Lane, Bexley. Damaged in September 2010 and February 2011. Policy under AMI. The plaintiffs say the defendant engaged in misleading and/or deceptive conduct by representing the cost to rebuild the house as \$337,716.83 when the cost was at least \$442,577.50. The plaintiffs seek that the settlement agreement be void, damages for \$105,161.50 being the difference between the settlement amount and the disclosed rebuild amount and general damages of \$50,000 (plus interest and costs). The plaintiffs further say that the defendant breached its obligations as it failed to disclose all material information that the insurer knew or ought to have known and seek \$105,161.50 (plus interest and costs) against the defendant.	12/08/2016	12/07/2017		Grant Shand:- Plaintiffs Nick Moffatt and David Friar:- Bell Gully, Defendant	YES	DISCONTINUED 14/05/2018
CIV-2015-485-000698	OBE Insurance (International) Limited v Earthquake Commission	General Proceeding	Property at Bealey Avenue, Christchurch. Damaged as a result of the 13 June 2011 Canterbury earthquake. The plaintiff says the defendant wrongfully declined the claims and as a result the plaintiff suffered a financial loss. The plaintiff seeks judgment in the sum of \$230,000 (plus interest and costs) against the defendant.	3/09/2015			Craig Langstone, Fee Langstone, Plaintiff [Awaiting statement of claim]	YES	DISCONTINUED 03/12/2018
CIV-2015-409-000839	St James of Aonside Limited v IAG New Zealand Limited	General Proceeding	Claim in respect of a rest home property at Dover Street, St Albans. Covered under an NZI material damage and a separate business interruption policy. Damaged in September 2010, February 2011 and June 2011. The material damage insurance cover included, inter alia, \$3,200,000 for buildings and \$380,000 for contents. The business interruption policy covered \$1,700,000 for business interruption. Both policies were in effect between 6 March 2010-2011 and 6 March 2011-2012. The plaintiff says the rest home cannot be repaired by reason of the damage or the uneconomic nature of any repair strategy. The plaintiff says the cost of replacing the rest home is \$6,973,945 (plus GST). The plaintiff says the sum insured reinstated after each separate earthquake event. The plaintiff claims: (1) reinstatement costs of the destroyed rest home; (2) at another location if the original site is no longer suitable, and; (3) business interruption costs of \$1,186,363 plus claim preparation costs, interest and costs.	21/12/2015			Peter Woods:- Anthony Harper, Plaintiff Paul Smith/Simon Connolly:- Duncan Cotterill, Defendant	YES	DISCONTINUED 30/05/2016
CIV-2015-409-000821	Hubert & Suter v Southern Response Earthquake Services Limited	General Proceeding	Property at Seafeld Place, South New Brighton. Covered under AMI policy. Damaged in February 2011 and June 2011. The plaintiffs say the economic option is to rebuild at a cost of \$918,081.16. The plaintiffs say the defendant offered to pay the sum of \$416,256.45 the plaintiffs. The plaintiffs claim \$776,528.70 (plus damages, interest and costs) from the defendant.	14/12/2015			Grant Shand:- Plaintiffs Peter Leman/Brad Cuff:- DLA Piper, Defendant	YES	DISCONTINUED 14/07/2017
CIV-2015-409-000805	Cooke & Nicholson v Earthquake Commission & Tower Insurance Limited & IAG New Zealand Limited	General Proceeding	This case involves two properties on adjoining land at Madras Street, owned by two different plaintiffs. The first property was covered under a Tower policy and the second property was covered under an NZI policy. Both properties were damaged in 4 September 2010 and 22 February 2011. The first plaintiff says the economic option is to rebuild their house and claims \$127,378.05 (plus damages, interest and costs) from the first defendant and \$313,899.57 (plus \$10,400 loss of rent, damages, interest and costs) from the second defendant. The second plaintiff says the first and third defendants have not met their requirement to pay reinstatement costs. The second plaintiff claims \$132,662.21 (plus damages, interest and costs) from the first defendant and \$37,000 (plus \$10,374 loss of rent, \$2000 stress payment, damages, interest and costs) from the third defendant.	9/12/2015			Grant Shand:- Plaintiffs John Knight/Simon O'Donnell:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant Stephanie Grieve/Willie Hamilton:- Duncan Cotterill, Third Defendant	YES	DISCONTINUED 09/11/2016
CIV-2015-409-000801	Fleming & Fleming Family Trust v Lumley General Insurance (NZ) Limited	General Proceeding	Property at Lake Terrace Road, Burwood. Damaged in September 2010 and February 2011. The plaintiffs say the terms of the policy require the defendant to pay the costs actually incurred to repair or rebuild the property to substantially the same condition and extent as to when it was new, or pay the cash equivalent, as well as compliance with current legal requirements and professional fees. The plaintiff obtained a report from a quantity surveyor which says the reinstatement cost is \$1,741,100. The plaintiff claims \$1,611,113.20 plus interest and costs.	8/12/2015			DArcy Thomson:- Kannangara Thomson, Plaintiff Stephanie Grieve/David Hills:- Duncan Cotterill, Defendant	YES	DISCONTINUED 04/07/2017
CIV-2015-409-000800	Lodwidge v Southern Response Earthquake Services Limited	General Proceeding	Property at Ascot Avenue, North New Brighton. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say they have received over-cap settlement from Earthquake Commission. The plaintiffs say the cost to rebuild the house is \$799,149.48 but the defendant has only offered to rebuild based on a cost of \$389,735.81. The plaintiff claims \$676,146.46 plus damages, interest and costs.	7/12/2015			Grand Shand:- Plaintiff Peter Leman/Shane Swinerd:- DLA Piper, Defendant	YES	DISCONTINUED 24/02/2017
CIV-2015-409-000789	Henderson v Earthquake Commission	General Proceeding	Property with two buildings purposed as dwellings at Mundys Road, Dallington. Covered under Lumley policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs have received payments of \$154,060 and \$5864 for each respective building. The plaintiffs say the buildings must be rebuilt and that the cost to rebuild has been agreed between the plaintiffs and their insurer Lumley. The plaintiffs claim \$139,197 and \$108,403 for the respective buildings (plus damages, interest and costs) from the defendant.	2/12/2015			Grant Shand:- Plaintiffs John Knight/Jasmin Moran:- Chapman Tripp, Defendant	YES	DISCONTINUED 24/06/2016

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CIV-2015-409-000754	EQC Action Group v Earthquake Commission	General Proceeding	The plaintiffs are a group of property owners that claim to have unresolved claims with the defendant. At the time of filing these proceedings involved 150 plaintiffs in respect of 110 damaged properties. The plaintiffs seek various declarations they say will assist in the determination and settlement of their claims for natural disaster damage against the defendant. First, the plaintiffs seek a declaration that if the defendant elects to settle by payment then the defendant is liable to pay, in accordance with Earthquake Commission Act 1993, any costs reasonably incurred in respect of demolition and removal of debris; replacing or reinstating to a condition substantially the same as new but not better or more extensive than its condition when new; complying with applicable laws; and, other costs and fees payable in the course of replacement or reinstatement. Secondly, the plaintiffs seek a declaration that where, in order to replace or reinstate the building, it is necessary to remove, damage, destroy or work on an undamaged part of the house then the amount payable should include the cost of removing, damaging, destroying or working on the undamaged part along with the cost of reinstatement, compliance and other fees or costs associated with the undamaged part. Thirdly, the plaintiffs seek a declaration that cl 9(1)(a) of Schedule 3 of Earthquake Commission Act 1993 is not applicable where the defendant elects to settle by way of payment. Fourthly, the plaintiffs seek a declaration that in any claim for floor level dislevelment the defendant is liable to pay the cost of, or carry out, reinstatement or replacement to the standard required under Earthquake Commission Act 1993; and, that the defendant is liable in this way even if the floor dislevelment is within the Ministry of Business Innovation and Employment Guidance on dislevelment tolerances. The plaintiffs also seek costs.	17/11/2015			Peter Woods:- Anthony Harper, Plaintiffs John Knight:- Chapman Tripp, Defendant	YES	DISCONTINUED 17/05/2016
CIV-2015-409-000749	Duggan v Southern Response Earthquake Services Limited	General Proceeding	Property at Chapter Street, Saint Albans. Covered under an AML policy assigned by written deed to the plaintiffs. Damaged in September 2010 and February 2011. The plaintiff has received over-cap payments from Earthquake Commission. The plaintiff says the economic option is to repair the house at a cost of \$1,171,268 but the defendant has taken an unreasonable amount of time to assess and determine the claim. The plaintiff claims \$1,051,862.60 (plus damages, interest and costs) from the second defendant.	16/11/2015			Grant Shand:- Plaintiff David Friar/Nick Moffatt:- Bell Gully, Defendant	YES	DISCONTINUED 17/07/2017
CIV-2015-409-000748	Palmer Investments (2008) Limited v Southern Response Earthquake Services Limited	General Proceeding	Property at Bridge Street, New Brighton. Covered under AML policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff has received over-cap payment from Earthquake Commission. The plaintiff says the defendant proposed to rebuild the house and repair the garage. The plaintiff says the defendants most recent proposal is a cash settlement of \$387,639.54. The plaintiff says the cost to rebuild the house is \$821,806.90 and that it will take 32 weeks to complete. The plaintiff claims \$697,010.91 (plus \$9,600 loss of rent, interest and costs) from the defendant.	16/11/2015			Grant Shand:- Plaintiff Emily Walton/Alannah Shaw:- Wynn Williams, Defendant	YES	DISCONTINUED 09/02/2017
CIV-2015-409-000747	Parrott & Sturkenboom v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Weir Place, Hoon Hay. Covered under State Insurance policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the first defendant initially determined that the house could be repaired but changed its decision to say it could not be repaired because the land was sinking. The plaintiff says the cost to repair the house is \$501,693.05 and involves lifting the house and replacing the foundations. The plaintiff claims \$277,247.59 (plus damages, interest and costs) from the first defendant and \$224,445.66 (plus \$1000 stress payment, damages, interest and costs) from the second defendant.	12/11/2015			Grant Shand:- Plaintiff John Knight/Jasmin Moran:- Chapman Tripp, First Defendant Chris Hlavac:- Young Hunter, Second Defendant	YES	DISCONTINUED 24/04/2017
CIV-2015-409-000744	GJO Trustees Limited v IAG New Zealand Limited	General Proceeding	Claim in respect of a house at Main Road, Redcliffs. The house was insured under an NZI policy and damaged in September 2010 and February 2011. The property has sea protection rockwalling along the edge of the estuary of the Avon and Heathcote rivers. The plaintiffs say the house suffered significant damage to the foundations among other structural damage including differential settlement, issues with the sea protection rockwall, water ingress and cosmetic damage. The plaintiff say the house is unrepairable and has been totally destroyed. The plaintiffs say the cost to rebuild the house is \$8,455,690.81. The plaintiff says the defendant denies the house is totally destroyed. The plaintiffs seek a declaration that the house has been totally destroyed; that the plaintiffs have the right to elect to rebuild the house; and, that the cost to rebuild the house is \$8,455,690.41.	11/11/2015			Peter Woods:- Anthony Harper, Plaintiff Grant Macdonald/Ian Law:- DLA Piper, Defendant	YES	DISCONTINUED 20/02/2017
CIV-2015-409-000693	Parkinson v Medical Assurance Society New Zealand Limited	General Proceeding	Property at Fendalton Road. Covered under Medical Assurance Society policy. Damaged in September 2010. The plaintiffs say there is extensive damage and settlement to the ground floor slab and other structural components of the house. The plaintiffs say that the defendant made a cash settlement offer based on the repair cost of the house. The plaintiffs allege the house is uneconomic to repair and that they wish to rebuild the house to a condition substantially the same as new. The plaintiffs say the cost to rebuild is \$3,820,377.05. The defendant and Earthquake Commission have made cash payments to the plaintiffs. The plaintiffs claim \$1,814,377.05 plus exemplary damages of \$100,000, general damages, interest and costs.	30/10/2015			Harry Shaw:- Wynn Williams, Plaintiffs Andrew Home:- Minter Ellison Rudd Watts, Defendant	YES	DISCONTINUED 04/09/2017
CIV-2015-409-000687	Mitchell v Southern Response Earthquake Services Limited	General Proceeding	Property at Sweet Waters Place, Woolston. Covered under AML policy. Damaged in September 2010 and February 2011. The plaintiff says there is a dispute between the parties about the cost to rebuild the property. The plaintiff says the cost to rebuild the house is \$932,888 and the defendant says the cost to rebuild is \$634,981. The plaintiff seeks the cost to rebuild the house plus damages, interest and costs.	23/10/2015			Grant Shand:- Plaintiff Grant Macdonald/Richard Tosh:- DLA Piper, Defendant	YES	DISCONTINUED 25/01/2017
CIV-2015-409-000654	Allison v IAG New Zealand Limited & Earthquake Commission	General Proceeding	Property at Patten Street, Avonside. Covered under NZI policy. Damaged in September 2010 and February 2011. The plaintiff says the scope of works prepared by the second defendant (EQC) does not meet the standard of reinstatement under Earthquake Commission Act 1993 or the policy of insurance with the first defendant. The plaintiff seeks an order that the first defendant specifically perform its obligation to pay the different between EQCover and the amount payable under the policy of insurance (plus interest and costs) and an order that the second defendant pay damages in the sum of not less than \$115,000 per event (plus interest and costs).	6/10/2015			Andrew Hooker/Kate Sheehan:- Shire Lawyers, Plaintiff Stephanie Grieve/Willie Hamilton:- Duncan Cotterill, First Defendant John Knight:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 23/03/2016

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CIV-2015-409-000628	PLC Properties Limited v QBE Insurance (International) Limited	General Proceeding	The plaintiff owns a warehouse and adjoining office building at Sir James Wattie Drive. Covered under sum-insured policy with QBE. Damaged in September 2010 and February 2011. The sum-insured amounts were \$7,000,000 replacement value for the September 2010 period and \$9,859,000 replacement value for the February 2011 period. Both parties have obtained engineering reports but the expert engineers differ on their proposed remediation strategies. The plaintiff says substantial repairs, including replacement of a large amount of foundations, must occur for the reinstatement of the building. The defendant asks for further particulars of the damage and conferral of expert witnesses. The plaintiffs seek judgment for a sum to be determined to restore the property to a condition substantially the same as, but not better or more extensive than, its condition when new including all costs to comply with any Act of Parliament or regulation (plus interest and costs).	29/09/2015			Simon Munro/Jonathan Nicolle:- Anderson Lloyd, Plaintiffs Craig Langstone/Katerina Wendt:- Fee Langstone, Defendant	YES	DISCONTINUED 13/12/2016
CIV-2015-409-000530	Preston v Southern Response Earthquake Services Limited	General Proceeding	These proceedings are filed as a representative action of 47 insured parties known as The Southern Response Unresolved Claims Group (the Group). Each member of the Group held a Premier House insurance policy. Claims against AMI are dealt with by the Crown-owned claims manager Southern Response. The Group alleges a broad range of breaches of the insurance policy and ancillary insurance law against Southern Response. In summary, the plaintiffs allege: mischaracterisation of the settlement options under the policy; additional pre-settlement conditions that were inconsistent with the policy; restrictions on a 'Self-Managed Rebuild' that were inconsistent with the policy; understatement of repair/rebuild costs; improper assessment of demolition, design and contingency fees; improper assessment and estimated cost of foundation repair and rebuild strategies; use of closed-market rates in estimated repair/rebuild costs; and, underestimation of required works, and Erroneous assessment of whether house is beyond economic repair. The Group seeks declarations that Southern Response has breached the insurance policy and/or breached process rights and the duty of good faith. The Group claims damages for insurance claims calculated individually for each claimant, general damages, interest and costs.	26/08/2015			Grant Cameron:- GCA Lawyers Plaintiffs David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 16/12/2016 COURT OF APPEAL MILESTONES: CA124/16 Filed 21/3/16 Abandoned 9/2/17 CA37/17 Filed 30/1/17 Dismissed 30/10/17 Cross Appeal Filed 13/2/17 Allowed in Part 30/10/17
CIV-2015-409-000511	Smith v IAG New Zealand Limited & Hawkins Construction Limited, Orange Homes (2005) Limited, HFC Civil and Structural (South) Limited & Christchurch City Council	General Proceeding (Repairs)	Property at Queenspark Drive, Parklands. Damaged as a result of the 4 September 2010 Canterbury earthquake. Policy under IAG. The plaintiffs say they made a claim with the first defendant, which was accepted, and it was determined the house was uneconomic to repair. The plaintiffs entered into a contract to rebuild the house with the third defendant. The plaintiffs make numerous allegations including a breach of contract against the first defendant as the house has not been rebuilt to a condition as similar as possible to when new and seek the costs of demolition and rebuilding the house against the first defendant, alternative accommodation costs and general damages of \$50,000. The plaintiffs claim the second defendant breached its obligations by failing to ensure the building work was carried out in accordance with the appropriate standard and seek the costs of demolition and rebuilding the house against the first defendant, alternative accommodation costs and general damages of \$50,000. The same allegation is made against the third defendant and the same remedy sought. The plaintiffs say the fourth defendant breached its obligations and seek the costs of demolition and rebuilding the house plus alternative accommodation costs and \$50,000 general damages. The plaintiffs say the fifth defendant was negligent as it failed to exercise its duty of care when issuing the building consent. The plaintiffs seek the same remedy against the fifth defendant.	13/08/2015			Duncan Webb, Lane Neave: Plaintiffs Rob Coltman/Oliver Collette-Moxon, Fortune Manning, First Defendant Scott Galloway, Hazelton Law:- Second Defendant Greg Hair, Malley and Co:- Third Defendant Kiri Harkess, McElroys:- Fourth Defendant Helen Rice, Rice and CO Lawyers, Fifth Defendant	YES	DISCONTINUED 30/11/2016
CIV-2015-409-000486	White & Ors v Southern Response Earthquake Services Limited	General Proceeding	Property at Huntsbury Avenue, Huntsbury. Covered under AMI policy. Damaged in September 2010 and February/December 2011. The plaintiffs say they have received payment from EQC. The plaintiffs say the defendant has breached its policy obligations because it has failed to provide a reinstatement strategy. The plaintiffs allege the defendant has failed with a reasonable time to elect whether it would reinstate or pay the cost of reinstatement. The plaintiff claims \$884,527.88 (plus damages, interest and costs) from the defendant.	4/08/2015			Grant Shand:- Plaintiffs Morgan Powell/Lara Mannis:- Bell Gully, Defendant	YES	DISCONTINUED 26/03/2018
CIV-2015-409-000437	Zhen & Hu v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Coronation Street, Spreydon. Damaged in September 2010 and February 2011. Covered under AMI policy. The plaintiffs say they have received no payment for the damage to the residential building from the first or second defendants. The plaintiffs say the house must be rebuilt at a cost of \$583,809.81. The plaintiffs claim \$227,000 plus damages, interest and costs from the first defendant and \$344,374.59 plus damages, interest and costs from the second defendant.	2/07/2015			Grant Shand:- Plaintiffs J Knight/R Dixon:- Chapman Tripp, First Defendant Peter Leman/S Swinerd:-DLA Piper, Second Defendant	YES	DISCONTINUED 17/02/2017
CIV-2015-409-000435	FM Custodians Limited v IAG New Zealand Limited	General Proceeding	Building at Lichfield Street, Central Christchurch. Covered under an NZI policy for material damage and business interruption between the periods of 1 June 2010/2011 and 2011/2012. Damaged in September 2010 and subsequently damaged further by other earthquakes. The plaintiff has obtained reports from engineers, architects and other experts. The plaintiff says the building is damaged but not destroyed therefore the defendant must pay the cost of restoration. The plaintiff seeks a declaration that the amount payable is to be calculated in accordance with the views of its expert reports. The plaintiff also seeks interest and costs.	3/07/2015			Ed Bayley:- Rhodes & Co, Plaintiff Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 21/06/2018
CIV-2015-409-000419	Cheng & Ors v Certain Underwriters at Lloyds	General Proceeding	Claim in respect of a building on Colombo Street, Christchurch Central. Covered under a \$2,300,000 (excl GST) sum-insured policy for the periods 16 March 2010/2011 and 2011/2012. The plaintiff says the policy operates on a per-event, automatic reinstatement basis. The plaintiff says the building was damaged in September 2010 and February/June/December 2011. The plaintiff says the cost to reinstate in accordance with the policy (with an equivalent building) will cost \$10,275,200. The plaintiff claims up to \$2,300,000 (plus GST) per event for the indemnity value repair or replacement of the building limited by the sum-insured plus interest and costs.	22/06/2015			Andrew Hooker:- Shine Lawyers, Plaintiffs Frank Rose:- Keegan Alexander, Defendant	YES	DISCONTINUED 03/11/2017

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2015-409-000418	A.S.K. Limited v IAG New Zealand Limited & Earthquake Commission	General Proceeding	Claim in respect of a house at Grafton Street, Waltham. Covered under an IAG policy. Damaged in September 2010 and February 2011. The plaintiff says the scope of works prepared by the second defendant is insufficient to meet the obligations under Earthquake Commission Act 1993 and the policy of insurance with the first defendant. The plaintiff seeks a declaration that the second defendant (EQC) pays not less than \$115,000 (plus interest and costs); and, an order that the defendant pay the different between the EQC payment and the cost to rebuild or repair the house (plus interest and costs).	22/06/2015			Andrew Hooker/Kate Sheehan:- Shine Lawyers, Plaintiff Ross Armstrong:- Young Hunter, First Defendant Steven Li:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 14/07/2016
CIV-2015-409-000385	Edwards v Tower Insurance Limited	General Proceeding	Property at Kinsey Terrace, Clifton. Covered under Tower policy. Damaged in February 2011. The plaintiffs say they lodged a claim for earthquake damage with the defendant. The plaintiffs say the claim was made on the basis of reports by a structural engineer and a quantity surveyor. The plaintiffs say Earthquake Commission has paid \$131,626.80 and the cost to repair is \$930,767. The plaintiffs also seek their entitlement under the policy to stress benefit, temporary accommodation and storage. The plaintiffs seek a declaration that the cost to repair is \$930,767 and judgment for \$831,140.20 plus interest and costs.	17/06/2015			Jo Appleyard:- Chapman Tripp, Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 24/02/2017
CIV-2015-409-000367	Grant v Southern Response Earthquake Services Limited	General Proceeding	Property at Gloucester Street, Avonside. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs say the defendant has not adequately assessed the rebuild cost of the house. The plaintiffs say the cost to rebuild will be \$1,202,794. The plaintiffs have settled their claim with Earthquake Commission. The plaintiffs claim \$1,055,635.43 plus damages, interest and costs from the defendant.	12/06/2015			Grant Shand:- Plaintiffs David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 13/05/2016
CIV-2015-409-000352	Foster v Tower Insurance Limited	General Proceeding	Property at Drayton Drive, Mt Pleasant. Damaged in February and June 2011. Covered under Tower policy. The plaintiffs were paid the statutory cap by EQC. The plaintiffs allege the repairs carried out by the defendant did not meet the requisite standards under the insurance policy or relevant building laws. The plaintiffs seek: a declaration that the house must be rebuilt, an order that the defendant pays the cost of rebuilding; professionals fees; damages of \$1500 per week until the house is rebuilt; compensation for consequential losses; general damages; interest and costs.	9/06/2015			Kalev Crossland:- Shieff Angland, Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 15/01/2019
CIV-2015-409-000332	Newbery v AA Insurance Limited	General Proceeding	The plaintiff owned a collection of Lladro figurines that were damaged in the earthquake on 22 February 2011. The plaintiff says the figurines are covered under the normal insuring provisions of the contents policy with the defendant. The defendant says the figurines are works of art and therefore subject to a maximum claim of \$5000 per item and \$20,000 per event.	29/05/2015			Duncan Webb/Robin Kay:- Lane Neave, Plaintiffs Fran Darlow:- Jones Fee, Defendant	YES	JUDGMENT - DEFENDED HEARING 08/10/2015
CIV-2015-409-000290	Jarman v Southern Response Earthquake Services Limited	General Proceeding	Property at Royalist Avenue, New Brighton. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the economic option is to rebuild at a cost of \$655,684.12. The plaintiffs have been paid by EQC. The plaintiffs claim \$535,798.86 (plus damages, interest and costs) from the defendant.	14/05/2015			Grant Shand:- Plaintiffs Peter Leman/Brad Cuff:- DLA Piper, Defendant	YES	DISCONTINUED 24/03/2017
CIV-2015-409-000288	Hyland & Borrell v Tower Insurance Limited	General Proceeding	Property at Stratford Street, Merivale. Covered under Tower policy. Damaged in September 2010. The plaintiffs say the defendant elected to repair the house to a condition "as when new". The plaintiffs disputes the the defendants assertions that the meaning of "as when new" is to a pre-earthquake condition and that the obligation to repair to an "as new condition" is discharged by jacking and packing the foundations. The plaintiffs seek a declaration that the defendant is obliged to pay for the costs to repair in accordance with an engineering report obtained by the plaintiffs. The plaintiffs also seek costs.	13/05/2015			Stephen Rennie:- Rhodes & Co, Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 02/12/2016
CIV-2015-409-000282	Neville v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Eureka Street, Aranui. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$524,238.31. The plaintiff claims \$148,573.93 (plus damages, interest and costs) from the first defendant and \$356,814.47 (plus damages, interest and costs) from the second defendant.	12/05/2015			Grant Shand:- Plaintiffs John Knight/Kate Rouch:- Chapman Tripp, First Defendant Karen Towt/Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 08/06/2016
CIV-2015-409-000281	Harris v Southern Response Earthquake Services Limited	General Proceeding	Property at Birdwood Avenue, Beckenham. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs have been paid by the Earthquake Commission. The plaintiffs allege the economic option is to rebuild at a cost of \$814,350.42. The plaintiffs claim \$657,068.05 (plus damages, interest and costs) from the defendant.	12/05/2015			Grant Shand:- Plaintiffs Peter Leman/Shane Swinerd:- DLA Piper, Defendant	YES	DISCONTINUED 08/11/2016
CIV-2015-409-000254	Kennedy v IAG New Zealand Limited & Pattersons Insurerbuild Limited	General Proceeding	Property at Richardson Terrace, Woolston. Damaged in September 2010 and February 2011. Covered under IAG policy. The plaintiffs say the first defendant prepared numerous repair estimates and determined a repair price indicating that the house could be uneconomic to repair. The plaintiffs say they were required by the first defendant to sign a building contract with the second defendant. The plaintiff says the repair work did not meet the requisite standards and resulted in delays, defects and incomplete repairs. In particular, the plaintiff alleges defective repairs to the foundations and other structural elements of the house. The plaintiffs seek judgment in the sum of the cost to rebuild the house, costs arising from delay, interest and other costs from the defendants.	5/05/2015			Graeme Riach/Tania Hutchinson:- Harmans, Plaintiff Ian Hunt:- Young Hunter, First Defendant John Knight/Kate Rouch:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 27/07/2017
CIV-2015-409-000238	France & Williams (as trustees) v Earthquake Commission	General Proceeding	Property at Naseby Street, Merivale. Insured under a State policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendants scope of repairs does not include repair of all the damage to the property. The plaintiffs say that they cannot advance repairs with its insurer until resolution of its claim with the defendant. The plaintiffs seek a declaration that the cost of remediating the damage is in excess of the maximum amount the defendant is liable to pay. The plaintiffs also seek damages and costs.	23/04/2015			Kerry Williams/Dale Lester:- Plaintiffs	YES	DISCONTINUED 22/06/2015
CIV-2015-409-000230	Myall v Tower Insurance Limited	General Proceeding	Property at Aynsley Terrace, Hillsborough. A house stood on the property prior to the earthquakes. As a result of damage sustained in the earthquakes the house was demolished. The house was a two-storey heritage building. The property was covered under a Tower policy which provides for payment of present day value. The plaintiff says the defendant has failed to pay present day value but instead has paid market value. The plaintiff seeks a declaration that, inter alia, the defendant pay the plaintiff the present day value of the property. The plaintiff also seeks interest and costs.	22/04/2015			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	JUDGMENT - DEFENDED HEARING 23/02/2017 COURT OF APPEAL MILESTONES: CA142/17 Filed 27/3/17 Allowed in Part 4/12/17 Cross Appeal Filed 6/4/17 Dismissed 4/12/17

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CIV-2015-409-000222	Young & Malley & Co Trustees Limited v Tower Insurance Limited	General Proceeding	House at Craigeburn Lane, Mount Pleasant. Covered under a Tower policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendant has made a cash settlement offer of \$362,084.84 for the full replacement cost of repair. The plaintiff says the offer is insufficient to reinstate the property to a condition "as when new" as required under the policy. The plaintiff says the defendant has not relied on its own expert report to determine the appropriate repair methodology. The plaintiffs say the house must be rebuilt and the garage must be repaired. The plaintiffs say the cost of reinstatement is \$1,620,891.02. The plaintiff claims \$1,620,891.02 (plus professionals fees, temporary accommodation and storage costs and stress entitlements under the policy). The plaintiffs also claim interest and costs.	17/04/2015			Jeremy Johnson/Peter Whiteside:- Wynn Williams, Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	JUDGMENT - DEFENDED HEARING 07/12/2016
CIV-2015-409-000221	Kim v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Charles Street, Waddington, Canterbury. Covered under AMI policy. Damaged in September 2010. The plaintiffs say the economic option is to rebuild at a cost of \$405,249.65. The plaintiffs claim \$113,187.65 (plus damages, interest and costs) from the first defendant and \$290,249.65 (plus damages, interest and costs) from the second defendant.	17/04/2015			Grant Shand:- Plaintiffs John Knight/Kate Rouch:- Chapman Tripp, First Defendant David Friar:- Bell Gully, Second Defendant	YES	DISCONTINUED 04/09/2017
CIV-2015-409-000193	Scoles v Tower Insurance Limited	General Proceeding	Property at Trecastle Lane, Huntsbury. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiffs say repair is impractical therefore the house must be rebuilt at a cost of \$1,529,984.15. The plaintiffs have been paid overcap payments by Earthquake Commission. The plaintiffs claim \$1,233,161.50 plus damages, interest and costs from the defendant.	10/04/2015			Chris Boys:- AssureLegal, Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 23/11/2016
CIV-2015-409-000177	Bell Lamb and Trotter Funeral Directors Limited v IAG New Zealand Limited	General Proceeding	Commercial building on Ferry Road. The building was damaged in September 2010, February 2011, June 2011 and December 2011. The building was covered by a policy of insurance with a sum insured of \$1,500,000. The plaintiff was insured for extra costs of working of \$30,000. The policy covered the periods May 2011-May 2012 and May 2012-May 2013. The plaintiff says the defendant has not adhered to the terms of the Fair Insurance Code and the contractual duty of good faith. The plaintiff claims from the defendant the depreciated cost of repair of \$5,364,158.44 (including GST plus inflation), professional fees of \$31,499.39, increased working costs of \$6362.40, interest and costs.	1/04/2015			Stephen Rennie:- Rhodes & Co, Plaintiff Caroline Laband:- DLA Piper, Defendant	YES	DISCONTINUED 28/05/2018
CIV-2015-409-000159	Fourie v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Corfe Street, Ilam. Covered under AMI policy. Damaged in February 2011. The plaintiffs were assigned insurance claims, rights and proceedings by the original proprietors of the property. The plaintiffs say the cost to remediate the property is \$586,564.39. The plaintiffs claim \$101,013.68 (plus damages, interest and costs) from the first defendant and \$471,564.39 (plus damages, interest and costs) from the second defendant.	25/03/2015			Grant Shand:- Plaintiffs John Knight/Rebekah Dixon:-Chapman Tripp, First Defendant David Friar/Olivia Newman:- Bell Gully, Second Defendant	YES	DISCONTINUED 12/08/2016
CIV-2015-409-000136	Harris v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Birdwood Avenue, Beckenham. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs allege the cost to remediate the house to an "as new" condition is \$616,706.82. The plaintiffs claim \$166,606.22 (plus damages, interest and costs) from the first defendant and \$440,036.14 (plus damages, interest and costs) from the second defendant.	30/04/2015			Grant Shand:- Plaintiffs John Knight/Sarah Quilliam-Mayne:- Chapman Tripp, First Defendant Peter Leman/Shane Swinerd:- DLA Piper, Second Defendant	YES	DISCONTINUED 08/11/2016
CIV-2015-409-000115	Abbott v Medical Assurance Society New Zealand	General Proceeding	Property at Carlton Mill Road, Merivale. Covered under a MAS policy. The plaintiff alleges the insurer breached the Fair Insurance Code by delaying and preventing payment. The plaintiff says the defendant has placed unreasonable conditions on payment which are not reflected in the policy. The plaintiff alleges the insurers delay is an attempt to develop an alternative cheaper repair methodology rather than proceed with reinstatement. The plaintiff estimates the cost to rebuild is \$7,152,333. The plaintiff claims \$5,582,183 plus additional sums for increased building costs, interest and costs.	6/03/2015			Stephen Rennie:- Rhodes & Co, Plaintiff Andrew Horne/Nick Frith:- Minter Ellison Rudd Watts, Defendant	YES	DISCONTINUED 08/02/2019
CIV-2015-409-000061	Elley v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Avoca Valley Road, Heathcote Valley. Covered under AMI policy. Damaged in February 2011. The plaintiff says the property was issued with a notice under s 124 of the Building Act 2004. The property is classified as red zone. The plaintiff says the house cannot legally be repaired or rebuilt. The plaintiff says the house has suffered a total loss because the house has been so damaged as to lose its function as a home, repairs are impractical, reinstatement of the home is prohibited and the house is to be demolished. The plaintiff says the cost to rebuild the home is \$786,027.02. The plaintiff claims \$57,656.80 (plus damages, interest and costs) from the first defendant and \$671,027.02 (plus damages, interest and costs) from the second defendant.	10/02/2015			Grant Shand:- Plaintiffs John Knight:-Chapman Tripp, First Defendant David Friar/Olivia Newman:- Bell Gully, Second Defendant	YES	DISCONTINUED 18/11/2015
CIV-2015-409-000038	Ashby v Tower Insurance Limited	General Proceeding	Property at Ava Place, Dallington. Covered under ANZ policy. Damaged in September 2010 and February 2011. The property is red-zoned. The plaintiffs elected to sell the land to the Crown. The plaintiff says the defendant offered to pay the notional repair cost of the property as if it were located on good ground. The plaintiff says the property is damaged beyond economic repair and will cost \$506,333.14 to rebuild. The plaintiffs seek orders that they are entitled to receive the sum equivalent to the cost of buying another house, or in the alternative the cost of rebuilding the house on its present site, up to \$506,333.14 less EQC payments. The plaintiffs also seek professional fees incurred to date and costs.	2/02/2015			Richard Lynn:- GCA Lawyers & Terry Sissons (Barrister), Plaintiffs Martin Smith/Alexander Ho:- Gilbert Walker, Defendant	YES	DISCONTINUED 10/07/2015
CIV-2015-409-000026	O'Leary v Earthquake Commission & Lumley General Insurance (NZ) Limited	General Proceeding	Property at Richmond Hill Road, Richmond Hill. Covered under Lumley policy. Damaged in September 2010 and February 2011. The plaintiffs say the assessments and repair methodologies proposed by the defendants do not meet the defendants obligations under Earthquake Commission Act 1993 and the insurance policy. The plaintiffs say the cost to repair is \$691,547.00 plus GST. The plaintiffs claim orders for the amount payable under the Act (plus damages, interest and costs) from the first defendant and orders for the amount payable under the insurance policy (plus damages, interest and costs) from the second defendant.	27/01/2015			Andrew Hooker:- Shine Lawyers, Plaintiffs John Knight:-Chapman Tripp, First Defendant Peter Leman/Brad Cuff:- DLA Piper, Second Defendant	YES	DISCONTINUED 09/03/2017

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CIV-2015-404-003170	Telsen Properties Limited v IAG New Zealand	General Proceeding	Property at Salisbury Street, Christchurch Central. Damaged in 4 September 2010 and February 2011. Policy under IAG. The plaintiff says the defendant has not met its obligations under the policy by offering to settle the plaintiff's claim for a lower rebuild amount than what the cost of the rebuild is (in addition to other omissions). The plaintiff seeks \$1,948,540.45 for rebuild costs, (plus lost rent, damages, interest and costs). Alternatively, the plaintiff seeks a declaration that the defendant is liable to pay to the plaintiffs the full replacement cost of rebuilding the house to a condition as similar as possible to when new, up to a maximum of \$1,948,540.45 (plus lost rent, damages, interest and costs).	15/03/2016			Tania Hutchinson:- Saunders & Co, Counsel for plaintiff David Mahon/Paul Smith:- Duncan Cotterill, Defendant	YES	DISCONTINUED 16/10/2017
CIV-2015-404-003100	Steedman v Tower Insurance Limited	General Proceeding	Property at Parnwell Street, Burwood. Covered under a National Bank policy. Damaged in September 2010 and February 2011. The plaintiffs say the economic option is to rebuild and the cash payment made by the defendant is insufficient to completely remediate the damage to the house. The plaintiffs seek \$644,578.24 (plus damages, temporary accommodation, interest and costs) from the defendant.	23/02/2016			Grant Shand:- Plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 27/07/2017
CIV-2015-404-002602	Calder v IAG New Zealand Limited	General Proceeding (transferred from the Auckland registry)	Property at Mermaid Place, Southshore. Covered under a PEP Supersurance policy. Damaged in September 2010 and February 2011. The plaintiff has received an over-cap payment from Earthquake Commission. The plaintiff says the economic option is to rebuild at a cost of \$1,025,203.91 but the defendant has offered to repair the house by replacing the foundation at a cost of \$228,709.10. The plaintiff claims \$904,101.87 (plus damages, interest and costs) from the defendant.	30/10/2015			Grant Shand:- Plaintiffs Stephanie Grieve:- Duncan Cotterill, Defendant	YES	DISCONTINUED 09/11/2016
CIV-2015-404-002569	Mackay & CKLaw Trustees Limited v IAG New Zealand Limited	General Proceeding (transferred from the Auckland registry)	Property at Bower Avenue, Parklands. Covered under State policy. Damaged in February 2011. The plaintiffs say they have received an over-cap payment from Earthquake Commission. The plaintiffs say the economic option is to rebuild at a cost of \$1,470,746 but the defendant has estimated the cost to repair is \$464,443.52. The plaintiffs claim \$1,355,746 (plus \$1000 stress payment, damages, interest and costs).	28/10/2015			Grant Shand:- Plaintiffs Chris Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 08/08/2017
CIV-2015-404-002532	Corbishley & Garlick v IAG New Zealand Limited & Earthquake Commission	General Proceeding (transferred from the Auckland registry)	Property at Monalua Avenue, Diamond Harbour. Covered under ASB Bank policy. Damaged in February 2011. The plaintiffs say the economic option is to rebuild at a cost of \$984,793. The plaintiffs say the first and second defendants have not made payment or settle the plaintiffs insurance claim. The plaintiffs claim \$869,793 (plus \$1000 stress payment, damages, interest and costs) from the first defendant and \$113,850 (plus damages, interest and costs) from the second defendant.	22/10/2015			Grant Shand:- Plaintiffs Rob Colman/Adam de Hamel:- Fortune Manning, First Defendant John Knight/Gabrielle Scott-Jones:- Chapman Tripp, Second Defendant	YES	STRUCK OUT 12/04/2018
CIV-2015-404-002090	Lamb v Tower Insurance Limited & Earthquake Commission	General Proceeding (transferred from the Auckland registry)	Property at Lake Terrace Road, Burwood. Covered under Tower policy. Damaged in December 2010 and February 2011. The plaintiffs say the house was not returned to the same condition and extent as when new despite the Fletcher Construction Company Ltd conducting post-earthquake repairs. The plaintiffs say the economic option is to rebuild the house at a cost of \$668,141.47. The plaintiffs claim \$420,954.95 (plus damages, interest and costs) from the first defendant and \$227,700 (plus damages, interest and costs) from the second defendant.	4/09/2015			Grant Shand:- Plaintiff Martin Smith/Olga Ostrovsky:- Gilbert Walker, First Defendant John Knight/Kate Rouch:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 22/02/2017
CIV-2015-404-002088	Deo Gratias Developments Limited v Tower Insurance Limited & Earthquake Commission Limited	General Proceeding (transferred from the Auckland registry)	Property at Windermere Road, Papanui. Covered under National Bank policy. Damaged in September 2010 and February 2011. The plaintiff says the defendants repair strategy is insufficient to reinstate the building to the requisite policy standard because the foundations must be replaced. The plaintiff says the cost to repair the building is \$1,096,683.93. The plaintiff claims \$866,683.93 (plus interest and costs) from the first defendant and \$227,700 (plus interest and costs) from the second defendant.	4/09/2015			Grant Shand:- Plaintiff Matthew Harris/Thomas Joseph:- Gilbert Walker, First Defendant Nicole Evans:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 08/09/2017
CIV-2015-404-001785	Mori Property Investments Limited v IAG New Zealand Limited & Earthquake Commission Limited	General Proceeding (transferred from the Auckland registry)	Property at Ingrid Street, Parklands. Covered under State policy. Damaged in September 2010 and February 2011. The plaintiff says the repair methodology proposed by the defendant is insufficient to reinstate the house to its "when it was new" condition; and, the costs associated with any repairs will exceed the defendants estimates. The plaintiff says the economic option is to rebuild at a cost of \$829,486.47. The plaintiff claims \$686,366.88 (plus \$1000 stress payment, interest and costs) from the first defendant and \$139,155.74 (plus interest and costs) from the second defendant.	7/08/2015			Grant Shand:- Plaintiffs Catherine Jamieson/Megan Gall:- Young Hunter, First Defendant John Knight/Jeremy Upson:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 28/10/2016
CIV-2015-404-001784	East Side Housing Limited v IAG New Zealand Limited	General Proceeding (transferred from the Auckland registry)	Property at Birmingham Drive, Middleton. Covered under NZI policy. Damaged in September 2010 and February 2011. The plaintiff says the repair methodology proposed by the defendant is insufficient to reinstate the house to its "when it was new" condition. The plaintiff has received over-cap payments from EQC. The plaintiff says the economic option is to rebuild the house at a cost of \$1,001,854.09. The plaintiff claims \$852,691.82 (plus \$1000 stress payment, interest and costs) from the defendant.	6/08/2015			Grant Shand:- Plaintiffs Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 23/11/2015
CIV-2015-404-001632	Wroblewski & Wheeler v IAG New Zealand Limited & Earthquake Commission	General Proceeding (transferred from the Auckland registry)	Property at Swanns Road, Richmond. Covered under a Co-operative Bank policy. Damaged in February 2011. The plaintiffs say they have not received from the defendants substantive payments for earthquake damage to the house. The plaintiffs say the economic option is to rebuild at a cost of \$542,049.63. The plaintiffs claim \$427,049.63 plus \$1,125 stress payment, damages, interest and costs from the first defendant and \$81,617.90 plus damages, interest and costs from the second defendant.	16/07/2015			Grant Shand:- Plaintiffs Stephanie Grieve:- Duncan Cotterill, First Defendant Jared Holt:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 31/05/2016
CIV-2015-404-001511	Tarling v IAG New Zealand Limited & Earthquake Commission	General Proceeding (transferred from the Auckland registry)	Property at Mays Road, St Albans. Covered under NZI policy. Damaged in September 2010 and February 2011. The plaintiff says it has not received payment from the first or second defendants. The plaintiff says the economic option is to rebuild at a cost of \$915,793.01. The plaintiff claims \$206,568.01 plus damages, interest and costs from the second defendant (EQC) and \$685,793.01 plus damages, interest and costs from the second defendant.	1/07/2015			Grant Shand:- Plaintiffs Laura McLoughlin-Ware/Willie Hamilton:- Duncan Cotterill, First Defendant Rebeka Dixon:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 29/09/2016
CIV-2015-404-001510	Hawford Trustee Limited & Ors v IAG New Zealand & Earthquake Commission	General Proceeding (transferred from the Auckland registry)	Property at Hawford Road, Opawa. Covered under NZI policy. Damaged in September 2010 and February/June 2011. The plaintiffs say they have not received substantive payments for earthquake damage from the defendants. The plaintiffs say the defendants current position is that the plaintiffs claims are under-cap. The plaintiffs say the economic option is to rebuild the property at a cost of \$691,804.04. The plaintiffs claim \$227,700 plus damages, interest and costs from the second defendant (EQC) and \$461,804.04 plus damages, interest and costs from the first defendant.	1/07/2015			Grant Shand:- Plaintiffs Sarah Quilliam-Mayne:- Chapman Tripp, First Defendant Laura McLoughlin-Ware/Willie Hamilton:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 28/04/2017

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CIV-2015-404-001490	Notley v Tower Insurance Limited	General Proceeding (transferred from the Auckland registry)	Property at Pinewood Close, Swannanoa. Damaged in September/December 2010 and February/December 2011. Covered under Tower policy. EQC has paid an over-cap payment to the plaintiffs. The plaintiffs say the defendant has underestimated the work required to reinstate the property to the condition required under the policy. In particular the plaintiff says the foundation must be replaced and rebuilt. The plaintiffs say the cost to reinstate is \$568,372.06. The plaintiffs claim \$446,238.52 plus damages, interest and costs from the defendant.	29/06/2015			Grant Shand:- Plaintiffs Martin Smith/Olga Ostrovsky:- Gilbert Walker, Defendant	YES	DISCONTINUED 19/04/2017
CIV-2015-404-000621	Durie v IAG New Zealand Limited & Earthquake Commission	General Proceeding (transferred from the Auckland registry)	Property at Waratah Street, Avondale. Covered under State Insurance policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant was under a duty to elect a settlement option within a reasonable period of time. The plaintiff says the first defendant breached its duty to make an election within a reasonable time. The plaintiff says the economic option is to repair the house at a cost of \$517,560.15. The plaintiff claims \$330,101.73 (plus \$1000 stress payment, damages, interest and costs) from the first defendant and \$157,501.83 (plus damages, interest and costs) from the second defendant.	23/03/2015			Grant Shand:- Plaintiff John Knight/David Green:-Chapman Tripp, First Defendant Chris Hlavac:- Young Hunter, Second Defendant	YES	DISCONTINUED 04/05/2016
CIV-2015-404-000273	Hancock v IAG New Zealand Limited	General Proceeding (transferred from the Auckland registry)	Property at Gray Crescent, Kaiapoi. Covered under BNZ policy. Damaged in September 2010 and February 2011. The plaintiffs say the economic option is to rebuild at a cost of \$776,785.56. The plaintiffs claim \$661,368.85 (plus \$2000 stress payment, damages, interest and costs) from the defendant.	13/02/2015			Grant Shand:- Plaintiffs Veronica Cress/Misha Henaghan:- DLA Piper, Defendants	YES	DISCONTINUED 14/03/2016
CIV-2015-404-000229	Goldman & Dunn v IAG New Zealand Limited & Earthquake Commission	General Proceeding (transferred from the Auckland registry)	Property at Garlands Road, Hillsborough. Covered under IAG policy. Damaged in September 2010 and February 2011. The plaintiffs say the economic option is to rebuild at a cost of \$884,636.51. The plaintiffs claim \$3654,636.51 (plus \$1000 stress payment, damages, interest and costs) from the first defendant and \$227,700 (plus damages, interest and costs) from the second defendant.	11/02/2015			Grant Shand:- Plaintiffs Chris Hlavac/Megan Gall:- Young Hunter, First Defendant John Knight/Paula Gibbs:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 08/06/2017
CIV-2015-404-000010	White v IAG New Zealand Limited	General Proceeding (transferred from the Auckland registry)	Property at Portman Street, Woolston. Covered under a PEP Supersurance policy. Damaged in September 2010 and February 2011. The plaintiff says the economic option is to rebuild the house at a cost of \$562,414.86. The plaintiff has been paid by Earthquake Commission. The plaintiff claims \$445,373.37 (plus damages, interest and costs) from the defendant.	6/01/2015			Grant Shand:- Plaintiff Stephanie Grieve/Willie Hamilton:- Duncan Cotterill, Defendant	YES	DISCONTINUED 26/04/2016
CIV-2014-409-000922	Peka v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Glenrowan Avenue, Avondale. Covered under AML policy. Damaged in September 2010 and February 2011. The plaintiff says that a repair scope of works prepared by the defendants does not meet the obligation to repair the house to an "as new" condition. The plaintiff alleges the cost to repair the house is \$647,707.55 plus GST. The plaintiff alleges the first and second defendants are in breach of their obligations under Earthquake Commission Act 1993 and insurance policy, respectively. The plaintiff seeks: An order for specific performance, or alternatively special damages, to the limit under Earthquake Commission Act 1993 (plus damages, interest and costs) from the first defendant, and; An order for specific performance, or alternatively special damages, between the maximum payable by the first defendant and the amount payable under the policy (plus damages, interest and costs) from the second defendant.	23/12/2014			Andrew Hooker:- Shine Lawyers, Plaintiff John Knight/Jared Holt:- Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 26/02/2016
CIV-2014-409-000920	Emmons Developments New Zealand Limited v Mitsui Sumitomo Insurance Co Limited & Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of business interruption insurance provided by the defendants. The claim arises from damage to the Grant Thornton building, Rydges Hotel and the Christchurch City Council Car Park. The issues for the Court are: (1) Whether the plaintiffs business was interrupted in consequence of damage by the earthquakes; (2) Whether the plaintiff continued to be paid rent for Rydges Hotel following the earthquakes; (3) Whether any exclusions apply to the policy in respect of the remaining buildings; (4) Whether the plaintiff lost rent as a result of the earthquakes; (5) What effect the CBD cordon had on loss of rent; (6) Whether the defendants are in breach of the policy by failing to pay. The plaintiff claims \$5,029,859 (plus GST), interest and costs from the defendant.	22/12/2014			Peter Woods:- Anthony Harper, Plaintiff Grant MacDonald/Misha Henaghan:- DLA Piper, Defendants	YES	DISCONTINUED 20/05/2016
CIV-2014-409-000919	Baker Boys Limited & Dawnbake Enterprises Limited v All Risks Insurance Limited & Andrews	General Proceeding	The second plaintiff owns buildings at Helanca St, Wainoni and Tahuna St, Wainoni. The first plaintiff leased a building at Ferry Rd, Ferrymead. The buildings were damaged in the earthquakes. The plaintiffs say in August 2010 the defendant insurance brokers proposed to carry out a review of the plaintiffs' insurance cover. The plaintiffs say the new insurer recommended by the defendants went into voluntary liquidation following the earthquakes in Christchurch. The liquidators of the new insurer advise that the insurance claims can only be partially met. The plaintiffs allege breach of duty of care, breach of contract, breach of the Fair Trading Act 1986 and breach of fiduciary duty. The plaintiffs claim damages for losses they have suffered as a result of the defendants' allege breaches in an amount to be quantified before trial, interest and costs.	22/12/2014			Glen Ryan:- White Fox & Jones, Plaintiffs Mark Dennet:- Kennedys Law, First Defendant Garth Galloway/Emily Whiteside:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 23/10/2015
CIV-2014-409-000898	Body Corporate 397879 v IAG New Zealand Limited and Earthquake Commission	General Proceeding	The plaintiff is a body corporate in respect of a building at Carlton Mill Road, Merivale. The building was covered under two twelve month policies of insurance with the defendant which provided cover for material damage to a sum-insured amount. The plaintiff says the defendant has breached the Fair Insurance Code by failing to investigate, assess and settlement any claim quickly, fairly, reasonably and evenly. The plaintiff also says the defendant: failed to make a progress payment; failed to pay indemnity value assessed as the depreciated replacement cost; failed to adhere to its obligations under the Fair Insurance Code; failed to pay claim preparation expenses and professional fees, and; delayed settlement to the prejudice of the plaintiff. The plaintiff seeks declarations that, inter alia, that: the amount of indemnity owed under the policies is payment on depreciated cost of repair per event up to the sum insured minus EQC payments; the withheld depreciation is due once repairs are incurred. The plaintiff also seeks damages, interest and costs.	17/12/2014			Andrew Hooker:- Shine Lawyers, Plaintiff Chris Hlavac:- Young Hunter, Defendant Anna Kraack:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 09/04/2019

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CIV-2014-409-000894	Columbus Property Holdings Limited v IAG New Zealand Limited & Vero Insurance (N.Z.) Limited & Lumley General Insurance (N.Z.) Limited & Allianz New Zealand Limited and Allianz Australia Insurance Limited (successor in interest to Allianz NZ Limited)	General Proceeding	Commercial building at Cambridge Terrace. The building was damaged by earthquakes in September 2010, February 2011, June 2011 and December 2011. The building was covered proportionately between the defendants under a policy for material damage and business interruption for rents receivable during August 2010-2011 and material damage during August 2011-2012. The plaintiff says, inter alia, that: the building was damaged but not destroyed; the amount of insurance available for each earthquake event is the sum insured; coverage includes a range of other costs and fees; excess must be deducted from the loss rather than the sum insured; the defendants are liable for business interruption losses and claims preparation expenses, and; the defendants are presently liable to pay indemnity value calculated as the depreciated cost of repairs per event up to the sum insured. The plaintiff argues that the defendants have breached the Fair Insurance Code and failed to make any payment notwithstanding acceptance of liability under the policies. The plaintiff seeks: Judgment for material damage of \$36,408,883.16; Declarations in respect of calculation of available entitlements under the policies; interest, and costs.	16/12/2014			Richard Smedley:- Anthony Harper, Plaintiff Stephanie Grieve:- Duncan Cotterill, Defendants	YES	DISCONTINUED 09/07/2018
CIV-2014-409-000892	Hale v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Valecrest Avenue, Parklands. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$945,330.68. The plaintiff claims \$207,437.74 plus damages, interest and costs from the first defendant and \$735,797.61 plus damages, interest and costs from the second defendant.	12/12/2014			Grant Shand, Plaintiffs John Knight/Jared Holt:- Chapman Tripp, First Defendant DJ Friar/Morgan Powell:-Bell Gully, Second Defendant	YES	DISCONTINUED 04/10/2016
CIV-2014-409-000882	South City Limited v Lumley General Insurance (N.Z.) Limited	General Proceeding	The plaintiff owns South City Shopping Centre. The Shopping Centre was insured under a Lumley policy over two twelve-month policy periods between June 2010 and June 2012. The plaintiff alleges the Shopping Centre was damaged by earthquake events in September 2010, February 2011, June 2011 and December 2011. The plaintiff says it has obtained detailed engineering reports that specify the repair work required to restore the damaged parts of the Shopping Centre to standard required under the Material Damage policy. The plaintiff says to date the defendant has provided a conceptual scope of repairs for one building comprising the Shopping Centre but has otherwise failed to approve substantive repair works or propose alternate repair works. Further, the plaintiff alleges failure on the part of the defendant to meet its obligations for insurance against Business Interruption. The plaintiff seeks an order for specific performance to approve and pay for the required repair works including works to comply with building regulations, or; replace the respective buildings with equivalent buildings. The plaintiff also seeks \$619,998 for financial loss; an order that the defendant pay additional loss of rent in respect of one of the buildings; interest, and; costs.	4/12/2014			Hugh Matthews:- White Fox and Jones, Plaintiff Craig Langstone/Bradley Alcorn:- Jonessee, Defendant	YES	DISCONTINUED 21/12/2017
CIV-2014-409-000879	Harrison v Tower Insurance Limited	General Proceeding	Property at Glenrowan Avenue, Avondale. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiff alleges the assessment and resulting scope of repair works is insufficient to meet the defendant's obligation to repair the house to the same condition and extent as when new. The plaintiff asserts the cost to repair the house is \$845,420 plus GST. The plaintiff seeks an order that the defendant specifically perform its duties by paying the difference between the amount paid by Earthquake Commission and the amount payable under the policy, or alternatively; Special damages in the amount of the difference between the amount paid by Earthquake Commission and the amount payable under the policy. The plaintiff also seeks damages, interest and costs.	8/12/2014			Andrew Hooker:- Shine Lawyers, Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 15/12/2015
CIV-2014-409-000878	Ireland v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Paparoa Street, Papanui. Covered under IAG policy. Damaged in September 2010 and February 2011. The plaintiffs allege the assessment and resulting scope of repair works is insufficient to meet the defendants' obligation to pay the cost of repairing or rebuilding the house to a condition as similar as possible to when it was new using current building materials and methods. The plaintiffs assert the cost to repair or rebuild the house is \$368,115 plus GST. The plaintiffs seek an order that the first defendant specifically perform its duties pursuant to Earthquake Commission Act 1993 by paying for the cost to repair up to the limit under the Act, or alternatively; Special damages in the amount of the cost to repair the house up to the limit under the Act. Further, the plaintiffs seek an order that the second defendant specifically perform its duties pursuant to the policy by paying the difference between the amount payable by the first defendant and the amount payable under the policy, or alternatively; Special damages to the same amount. The plaintiffs also seek against both defendants general damages, loss of earnings, costs and interest.	8/12/2014				YES	DISCONTINUED 11/11/2015
CIV-2014-409-000868	Henderson & Freeman v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	The plaintiffs are proprietors of a property and improvements at Prossers Road, Christchurch. The property was covered under an AMI house policy and the contents were covered under an AMI contents policy. The property was damaged in September 2010 and February 2011. EQC paid cap payments for the respective claims. The plaintiffs sought cash settlement from the defendant. The defendant calculated a cash settlement based on a repair analysis which was inaccurate according to the plaintiffs. The plaintiffs obtained an engineering report and made provided quotes based on an alternate repair methodology. The defendant provided a further repair analysis which the plaintiffs say is inconsistent with engineering advice. The defendant provided a further repair analysis which the plaintiffs say is inconsistent with engineering advice and the entitlements under the policy. Accordingly, the plaintiffs obtained a report by a quantity surveyor to identify the cost to repair the property and other entitlements under the policy. The plaintiffs seek a declaration that the cost to repair the property is \$836,242.30; that the defendant must pay \$669,277.51, and; costs.	3/12/2014			Simon Munro/Jonathan Nicolle:- Anderson Lloyd, Plaintiffs Peter Leman/Shane Swinerd:- DLA Piper, Defendant	YES	DISCONTINUED 12/06/2015
CIV-2014-409-000855	Bowenvale Estate Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Bowenvale Avenue, Cashmere. Covered under IAG policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant has offered to pay \$9,103.09 and \$58,987.57 for each respective claim. The plaintiff alleges that its expert reports suggest it will cost \$551,051.25 to repair the house. The plaintiff claims the first and second defendants have breached their respective insurance obligations and their utmost duty of good faith to the plaintiff. The plaintiff claims \$551,051.25 (plus interest, damages and costs) from the defendants.	26/11/2014			Duncan Webb/Michael Bendall:- Lane Neave, Plaintiff John Knight/Steven Li:- Chapman Tripp, First Defendant Grant Macdonald/Anna Robinson :-DLA Piper, Second Defendant	YES	DISCONTINUED 18/05/2017

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CIV-2014-409-000852	Botting v IAG New Zealand Limited	General Proceeding	Property at Wairapa Terrace, Fendalton. Covered under NZI policy. The plaintiff says it has received an over-cap payment from EQC for the September 2010 and February 2011 earthquakes. The plaintiff says the defendant, in making an offer to settle the claims, has not taken into account the repair methodologies proposed by its own experts. The plaintiff alleges breach of contract, breach of duty of good faith and breach of implied term to settle in a reasonable time. The plaintiff claims rebuild costs of \$1,660,772.50 (plus damages, interest and costs).	24/11/2014			Graeme Riach/Tania Hutchinson:- Harmans, Plaintiff Peter Leman/Brad Cuff DLA Piper, Defendant	YES	DISCONTINUED 18/03/2016
CIV-2014-409-000849	Telfer Electrical Limited & Telfer Properties Limited & Vero Insurance New Zealand Limited	General Proceeding	Property at Fitzgerald Avenue, Christchurch Central. Covered under a policy with the defendant. The plaintiffs insurance cover was arranged by a broker. The property, a commercial building, was damaged by earthquakes that occurred on September 2010, December 2010, February 2011 and June 2011. The defendant commissioned numerous engineering reports identifying the natural disaster damage and suitable repair methods for the property. The plaintiff alleges that prior to settlement the defendant incurred costs of assessments and attempted repairs, then sought to deduct these from the final settlement amount. Further, the plaintiff alleges that the defendant incorrectly deducted excess from the total sum insured instead of the total loss. The plaintiff seeks judgment for four sums totalling \$261948.41 (plus interest and costs).	13/11/2014			Simon Munro/Glen Cooper:- Anderson Lloyd, Plaintiffs Peter Hunt/Rachel Scott: McElroys, Defendant	YES	DISCONTINUED 30/10/2015
CIV-2014-409-000798	Robinson v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Gayhurst Road, Dallington. Covered under State policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$1,214,204.45. The plaintiff claims \$287,803.12 (plus damages, interest and costs) from the first defendant and \$925,794.24 (plus damages, interest and costs) from the second defendant.	7/11/2014			Grant Shand:- Plaintiffs John Knight/Paula Gibbs:- Chapman Tripp, First Defendant Stephanie Grieve/Laura McLoughlin-Ware:- Duncan Cottenil, Second Defendant	YES	DISCONTINUED 13/10/2016
CIV-2014-409-000793	Wansbrough Trustees Limited & Ors v Tower Insurance Limited	General Proceeding	Property at Dyers Pass Road, Cashmere. Covered under Tower policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs allege the defendant has committed breach of contract and breach of duty of utmost good faith. In particular, the plaintiffs say the defendant failed to: promptly assess the property; provide the plaintiffs with a fair settlement of their claims within a reasonable time, and; act reasonably and fairly to calculate the full replacement cost in accordance with the policy. The plaintiffs seek under the Declaratory Judgments Act 1908 a declaration that the defendant must pay the plaintiffs the difference between EQCover and the full replacement value of the property, or in the alternative, special damages for the same. The plaintiffs also seek damages and costs.	6/11/2014			Richard Johnstone:- Wynn Williams, Plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 17/07/2015
CIV-2014-409-000778	Knowles v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Upland Road, Hoon Hay. Covered under AMI policy. Damaged in February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$837,374.28. The plaintiff claims \$113,850.00 (plus damages, interest and costs) from the first defendant and \$722,374.28 (plus damages, interest and costs) from the second defendant.	30/10/2014			Grant Shand:- Plaintiffs John Knight/Grace Rippingale:- Chapman Tripp, First Defendant David Friar/Liam McNeely:- Bell Gully, Second Defendant	YES	DISCONTINUED 10/10/2017
CIV-2014-409-000777	Campbell v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Heyders Road, Brooklands. Covered under sum insured AMI policy. Damaged in September 2010 and February 2011. The plaintiffs claim the economic option is to rebuild at a cost of \$723,000.30. The plaintiffs claim \$219,101.39 (plus damages, interest and costs) from the first defendant and \$96,000 (plus damages, interest and costs) from the second defendant.	30/10/2014			Grant Shand:- Plaintiffs John Knight/Paula Gibbs:- Chapman Tripp, First Defendant David Friar/Liam McNeely:- Bell Gully, Second Defendant	YES	DISCONTINUED 27/06/2017
CIV-2014-409-000776	Campbell & Cockburn v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Gilmour Terrace, Lyttleton. Covered under AMI policy. Damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs allege the economic option is to repair at a cost of \$358,237.56. The plaintiffs claim \$247,959.28 (plus damages, interest and costs) from the first defendant and \$73,785.45 (plus damages, interest and costs) from the second defendant.	30/10/2014			Grant Shand:- Plaintiffs John Knight/Hadleigh Pedler:- Chapman Tripp, First Defendant David Friar/Morgan Powell:- Bell Gully, Second Defendant	YES	DISCONTINUED 01/03/2017
CIV-2014-409-000775	Nolan v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Blakehall Place, Spreydon. Covered under AMI policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$487,062.16. The plaintiff claims \$138,573.34 (plus damages, interest and costs) from the first defendant and \$323,355.94 (plus damages, interest and costs) from the second defendant.	30/10/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant David Friar/Liam McNeely:- Bell Gully, Second Defendant	YES	DISCONTINUED 30/05/2016
CIV-2014-409-000774	Mattingley (as trustee of the Jovan Trust) v Southern Response Earthquake Services Limited	General Proceeding	Property at Woodlau Rise, Huntsbury. Covered under AMI policy. Damaged in February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$928,731.15. The plaintiff has been paid an over-cap payment by EQC. The plaintiff claims \$813,731.15 (plus damages, interest and costs) from the defendant.	30/10/2014			Grant Shand:- Plaintiffs David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 14/06/2016
CIV-2014-409-000773	Jackson v Southern Response Earthquake Services Limited	General Proceeding	Property at Milcroft Place, Parklands. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs allege the cost to rebuild is \$1,497,453.85 but the defendant has offered to pay \$645,554 (minus EQC payment). The plaintiffs claim \$1,365,934.85 (plus damages, interest and costs) from the defendant.	30/10/2014			Grant Shand:- Plaintiffs David Friar/Liam McNeely:- Bell Gully, Defendant	YES	DISCONTINUED 01/07/2016
CIV-2014-409-000772	Huang v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Wilsons Road, Waltham. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$714,819.30. The plaintiff claims \$184,617.11 (plus damages, interest and costs) from the first defendant and \$528,337.37 (plus damages, interest and costs) from the second defendant.	30/10/2014			Grant Shand:- Plaintiffs John Knight/Paula Gibbs:- Chapman Tripp, First Defendant David Friar/Morgan Powell:- Bell Gully, Second Defendant	YES	DISCONTINUED 07/03/2017
CIV-2014-409-000771	Nixon v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Reeves Road, Opawa. Covered under PSIS policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild the house at a cost of \$610,042.31. The plaintiff claims \$174,244.19 (plus damages, interest and costs) from the first defendant and \$426,638.08 (plus \$1,125 stress payment, damages, interest and costs) from the second defendant.	30/10/2014			Grant Shand:- Plaintiffs John Knight/Jared Holt:- Chapman Tripp, First Defendant Rob Colman/Simon Connolly:- Fortune Manning, Second Defendant	YES	DISCONTINUED 19/12/2018
CIV-2014-409-000770	Melios & Travers v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Trafalgar Street, St Albans. Covered under State policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$841,369.29. The plaintiffs claim \$338,083.13 (plus damages, interest and costs) from the first defendant and \$496,369.29 (plus \$1000 stress payment, damages, interest and costs) from the second defendant.	30/10/2014			Grant Shand:- Plaintiffs John Knight/Amber Richards:- Chapman Tripp, First Defendant Peter Leman/Brad Cuff:- DLA Piper, Second Defendant	YES	DISCONTINUED 08/11/2016

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CIV-2014-409-000769	Stone v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Leverett Place, North New Brighton. Covered under Lantern policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$737,804.62. The plaintiffs claim \$146,497.93 (plus damages, interest and costs) from the first defendant and \$570,626.05 (plus \$1000 stress payment, damages, interest and costs) from the second defendant.	30/10/2014			Grant Shand:- Plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 13/05/2016
CIV-2014-409-000768	Campbell & New Zealand Trustee Services Limited v IAG New Zealand Limited	General Proceeding	Property at Briarmont Street, Avondale. Covered under State policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$971,816.31. The plaintiff claims \$854,493.88 (plus \$1000 stress payment, damages, interest and costs) from the defendant.	30/10/2014			Grant Shand:- Plaintiffs Rob Coltman/Jenna Riddle:- Fortune Manning, Defendant	YES	DISCONTINUED 05/03/2015
CIV-2014-409-000767	Wylie (as trustees of the Wylie Family Trust) v Medical Assurance Society New Zealand Limited	General Proceeding	Property at Fitzgerald Avenue, Christchurch Central. Covered under Replacement Value policy with the defendant. Damaged in September 2010 and February 2011. The plaintiffs were paid an over-cap payment by EQC in respect of the September 2010 earthquake. The plaintiffs allege that, following a series of unsuccessful negotiations between the parties, the defendant has failed or refused to pay the cost of rebuilding or restoring the dwelling to a condition substantially the same as new. The plaintiff asserts that the defendant refuses to pay, inter alia, allowances for roofing, fireplaces, labour, cost escalation, contingency, P&G, builders margin and professional fees. The plaintiffs seek declarations that the defendant is liable to pay the equivalent cost of rebuilding; that the EQC cap payment must not be deducted from the amount payable by the defendant; that the defendant is liable to reimburse costs for temporary works, damages, interest, professionals costs and other costs. The plaintiffs also allege breach of s 9 of the Fair Trading Act 1986 and seek damages, interest and costs.	29/10/2014			Stephanie Grieve/Willie Hamilton:- Duncan Cottrell, Plaintiffs Andrew Home/Corina Haemmerle:- Minter Ellison, Defendant	YES	DISCONTINUED 20/10/2015
CIV-2014-409-000766	Spreg (as trustees of the Spread Family Trust) v Lumley General Insurance (N.Z.) Limited	General Proceeding	House in Gilmours Road, Tai Tapu. The property was damaged in September 2010, February 2011, June 2011 and December 2011. The plaintiffs have received payment from EQC. The plaintiffs say the defendant failed to carry out project management schedule agreed by the parties. The plaintiffs say they obtained their own engineering advice that the house was beyond feasible and durable repair. The plaintiffs allege breach of contract and breach of good faith. The plaintiffs seek declarations that the defendant must pay the different between the EQC payment and the cost to rebuild (plus other policy benefits, damages and costs).	24/10/2014			C R Johnstone:- Wynn Williams, Plaintiffs A Challis/K Rowe:-McElroys, Defendant	YES	DISCONTINUED 03/06/2015
CIV-2014-409-000765	Body Corporate 74246 v QBE Insurance (International) Limited	General Proceeding	The plaintiff is a Body Corporate for a unit title development at Ferry Road, Woolston. Covered under Material Damage & Business Interruption policy. The plaintiff alleges the property was damaged in the September 2010 earthquake and the defendant has failed to pay/settle for the damage in a timely manner. The plaintiff claims \$929,600 (plus GST, interest and costs) from the defendant.	28/10/2014			Richard Johnstone:- Wynn Williams, Plaintiff Craig Langstone:- Jones Fee, Defendant	YES	JUDGMENT - DEFENDED HEARING 29/06/2017 COURT OF APPEAL MILESTONES: CA416/17 Filed 27/7/17 Dismissed 5/7/18 Cross Appeal Filed 9/8/17 Dismissed 5/7/18
CIV-2014-409-000739	St Andrews Holdings Limited & Ors v IAG New Zealand Limited	General Proceeding	The first plaintiff owns two commercial properties at St Asaph St and one commercial property at Ferry Road. The second plaintiff owns a commercial building at Tuam Street. All of the buildings were covered under a Brokered Material Damage and Business Interruption policy. All of the buildings were damaged in September 2010, December 2010, February 2011, June 2011 and December 2011. The plaintiffs contend that the defendant is under a contractual duty to act with good faith and to abide by the Fair Insurance Code. The plaintiffs have submitted claims totalling \$12,920,437.33 (excl GST) for material damage and \$570,121.00 (excl GST) for business interruption. The plaintiffs seek declarations to the effect that they are insured under the respective policies for material damage and business interruption; judgment in the sums above; further relief; damages; interest, and; costs.	15/10/2014			Stephen Rennie:- Rhodes & Co, Plaintiffs Grant MacDonald/Richard Tosh:-DLA Piper, Defendant	YES	DISCONTINUED 02/09/2016
CIV-2014-409-000624	A.S.K. Limited v IAG New Zealand Limited & Earthquake Commission	General Proceeding	Property at Lawrence Street, Waltham. Covered under IAG policy. Damaged in September and February 2011. The plaintiff alleges the repair method proposed by the defendants is insufficient to meet the standard of repair under Earthquake Commission Act 1993 and the policy of insurance. The plaintiff seeks orders that the defendants must specifically perform their obligations under the Act and policy, respectively. Alternatively, the plaintiff seeks damages for breach of the Act and policy.	2/09/2014			Andrew Hooker:- Shine Lawyers, Plaintiff Ross Armstrong:- Young Hunter, First Defendant John Knight/Sarah Lester:- Chapman Tripp, Second Defendant	YES	DISCONTINUED 19/05/2016
CIV-2014-409-000621	Sunset Point Trustee Limited (as trustee of RG & CT Eastgate Trust) v Eastgate v Southern Response Earthquake Services Limited	General Proceeding	Property at Forest Drive, Forest Park. Covered under an AMI policy. Damaged in September 2010, February 2011 and June 2011. The first plaintiff alleges the defendant has wrongly underestimated the cost to rebuild te house and failed in its obligation to pay that amount. The second plaintiffs alleges that by application of the Contracts (Privty) Act 1982 the defendant is liable for damages, interest and costs as a result of numerous delays, misleading representations and breaches of the Fair Insurance Code made by the defendant.	1/09/2014			Mark Henderson:- Corcoran French, Plaintiff David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 23/03/2015
CIV-2014-409-000612	Trippier v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Randall Street, Richmond. Covered under State policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$728,413.78. The plaintiffs claim \$200,399.40 (plus damages, interest and costs) from the first defendant and \$504,151.71 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs John Knight/Jared Holt:- Chapman Tripp, First Defendant Grant Macdonald:- DLA Piper, Second Defendant	YES	DISCONTINUED 11/02/2016
CIV-2014-409-000611	Robinson v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Eglinton Street, Avondale. Covered uder ASB Bank IAG policy. Damaged in February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$864,991.25. The plaintiff claims \$113,850 (plus damages, interest and costs) from the first defendant and \$749,991.25 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs John Knight/Grace Rippingale:- Chapman Tripp, First Defendant Stephanie Grieve/Willie Hamilton:- Duncan Cottrell, Second Defendant	YES	DISCONTINUED 31/10/2016
CIV-2014-409-000610	Addison v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Cooks Lane, Heathcote Valley. Covered under IAG policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$669,783.72. The plaintiffs claim \$213,312.88 (plus damages, interest and costs) from the first defendant and \$545,316.16 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs John Knight/Nicholas Wood:- Chapman Tripp, First Defendant Daniel Weatherley:-Young Hunter, Second Defendant	YES	DISCONTINUED 28/04/2017

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CIV-2014-409-000609	Agassiz v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Farnborough Street, Bexley. Covered under AMI policy. Damaged in February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$787,860.11. The plaintiffs claim \$107,649.02 (plus damages, interest and costs) and \$672,860.11 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs John Knight/Amber Richards:- Chapman Tripp, First Defendant Grant Macdonald/Anna Robinson:- DLA Piper, Second Defendant	YES	DISCONTINUED 22/12/2016
CIV-2014-409-000608	Moncks Spur Trustees Limited & Rivett (as trustees) v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Kilbride Gardens, Halswell. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to repair at a cost of \$799,850.74. The plaintiffs claim \$227,700 (plus damages, interest and costs) from the first defendant and \$569,850.74 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs John Knight/Amber Richards:- Chapman Tripp, First Defendant DJ Friar/MA Powell:-Bell Gully, Second Defendant	YES	DISCONTINUED 22/08/2016
CIV-2014-409-000607	New Zealand Trustee Services & French v Vero Insurance New Zealand Limited	General Proceeding	Property at Niven Street, Avondale. Covered under Vero policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$1,109,243.31. The plaintiffs claim \$997,980.55 (plus damages, interest and costs) from the defendant.	28/08/2014			Grant Shand:- Plaintiffs Grant Macdonald:- DLA Piper, Defendants	YES	STRUCK OUT 27/10/2016
CIV-2014-409-000606	Palmer & Lane Neave Trustees Limited (as trustees) v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Property at Smythes Road, Leeston. Covered under Vero policy. Damaged in February 2011. The plaintiffs allege the economic option is to repair at a cost of \$796,791.25. The plaintiffs claim \$113,850 (plus damages, interest and costs) from the first defendant and \$327,021.71 (plus landscaping costs, stress payment, damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs Kate Yesberg/John Knight:- Chapman Tripp, First Defendant	YES	DISCONTINUED 10/08/2015
CIV-2014-409-000605	Obrecht v Earthquake Commission & AA Insurance Limited	General Proceeding	Property at Bower Avenue, New Brighton. Covered under AA policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$869,556.61. The plaintiff claims \$326,776.37 (plus damages, interest and costs) from the first defendant and \$524,556.61 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs John Knight:-Chapman Tripp, First Defendant Peter Hunt/kristal Rowe:-McElroys, Second Defendant	YES	DISCONTINUED 23/02/2017
CIV-2014-409-000604	Pennack v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Shortland Street, Aranui. Covered under AMI policy. Damaged in February 2011 and June 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$795,926.92. The plaintiff claims \$225,006.52 (plus damages, interest and costs) from the first defendant and \$565,926.91 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs Nicholas Wood/John Knight:-Chapman Tripp, First Defendant DJ Friar/LJ McNeely:-Bell Gully,Second Defendant	YES	DISCONTINUED 19/04/2016
CIV-2014-409-000603	Smith v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Bowhill Road, New Brighton. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$601,074.85. The plaintiff claims \$149,553.85 (plus damages, interest and costs) from the first defendant and \$450,010.36 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs Nicholas Wood/John Knight:-Chapman Tripp, First Defendant DJ Friar/LJ McNeely:-Bell Gully, Second Defendant	YES	DISCONTINUED 30/06/2016
CIV-2014-409-000602	Richter v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Waipapa Avenue, Diamond Harbour. Covered under State Insurance policy. Damaged in February 2011 and June 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$840,816.61. The plaintiff claims \$197,090.84 (plus damages, interest and costs) from the first defendant and \$641,734.95 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs John Knight/Jeremy Upson:- Chapman Tripp, First Defendant Grant Macdonald/Richard Tosh:- DLA Piper, Second Defendant	YES	DISCONTINUED 26/02/2016
CIV-2014-409-000601	Danielson v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Pacific Road, New Brighton. Covered under NZI policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$676,124.26. The plaintiff claims \$207,169.48 (plus damages, interest and costs) from the first defendant and \$151,455 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs John Knight/Barbara Dean:-Chapman Tripp, First Defendant Ross Armstrong:- Young Hunter, Second Defendant	YES	DISCONTINUED 20/06/2016
CIV-2014-409-000599	Musk v Southern Response Earthquake Services Limited	General Proceeding	Property at McBratneys Road, Dallington. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$838,772.53. The plaintiff claims \$706,628.48 (plus damages, interest and costs) from the defendant.	28/08/2014			Grant Shand:- Plaintiffs Richard Johnstone/Pip Allan:- Wynn Williams, Defendant	YES	DISCONTINUED 24/07/2015
CIV-2014-409-000598	Hay v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at McBratneys Road, Dallington. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs alleges the economic option is to rebuild at a cost of \$752,668.11. The plaintiffs claim \$302,214.14 (plus damages, interest and costs) from the first defendant and \$447,401.29 (plus damages, interest and costs) from the second defendant.	28/08/2014			Grant Shand:- Plaintiffs Kate Yesberg/John Knight:-Chapman Tripp, First Defendant DJ Friar/MA Powell:- Bell Gully, Second Defendant	YES	DISCONTINUED 07/11/2016
CIV-2014-409-000597	Perry v Southern Response Earthquake Services Limited	General Proceeding	Property at Bowhill Road, New Brighton. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff says the defendant agrees that the property is uneconomic to repair. The plaintiff alleges the cost to rebuild is \$708,874.68. The plaintiff claims \$589,352.49 (plus damages, interest and costs).	28/08/2014			Grant Shand:- Plaintiffs Richard Johnstone:- Wynn Williams, Defendant	YES	DISCONTINUED 12/03/2015
CIV-2014-409-000583	Kerr v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Hay Street, Linwood. Covered under Lumley policy. Damaged in September 2010 and February 2011. The plaintiff alleges the cost to repair to the property to a condition substantially the same condition and extent as when it was new is \$424,119.67 plus GST. The plaintiff alleges: the first defendant has failed to indemnify pursuant to its obligations under Earthquake Commission Act, and; the second defendant has breached its contract by failing to pay the cost to repair the property. The plaintiff claims \$400,000, damages, costs, interest and other relief from the defendants.	22/08/2014			Andrew Hooker:- Shine Lawyers, Plaintiff John Knight/Paula Gibbs:-Chapman Tripp, Second Defendant	YES	DISCONTINUED 02/03/2017
CIV-2014-409-000560	The Roman Catholic Bishop of the Diocese of Christchurch v RDF Investments Limited (In Receivership) (In Liquidation) & David Ian Rusoe & Timothy Downes	General Proceeding	The plaintiff is the proprietor of a registerable lease in perpetuity of the Holy Cross Chapel in Chancery Lane. The first defendant is the current registered proprietor of the premises subject to the lease. The second defendants are receivers. The terms of the lease include requirements, inter alia, that the lessor must repair or reinstate the property in the event of earthquake damage, or; if repairs or reinstatement cannot be carried out to pay a proportion of the insurance money to the plaintiff. The plaintiff alleges that the defendants have entered into negotiations to sell the property for development of the Convention Centre Precinct. The plaintiff further alleges that the second defendants assert that the lease is frustrated. The plaintiff seeks a declaration that the lease has not been frustrated, and; costs.	14/08/2014			Owen Paulson:- Cavell Leitch, Plaintiff Simon Munro:-Anderson Lloyd, Defendants	YES	JUDGMENT - DEFENDED HEARING 28/10/2015
CIV-2014-409-000545	Scott v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Otaki Street, Kaiapoi. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege the economic option is to rebuild the house at a cost of \$781,882.47. The plaintiffs claim \$341,550 (plus damages, interest and costs) from the first defendant and \$436,882.49 (plus damages, interest and costs) from the second defendant.	7/08/2014			Grant Shand:- Plaintiffs John Knight/Rebekah Dixon:- Chapman Tripp, First Defendant David Friar/Liam McNeely:- Bell Gully, Second Defendant	YES	DISCONTINUED 28/09/2016

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2014-409-000544	G Force Limited v Earthquake Commission	General Proceeding	Property at Armagh Street, Central City. House divided into two units. Plaintiff paid levies to the defendant in respect of both units. Damaged in September 2010, February 2011, June 2011 and December 2011. Plaintiff says the defendant has paid \$377,168.37. Plaintiff alleges the cost to repair is \$679,856.17. Plaintiff argues that the defendant has breached its obligations under the deemed insurance and breached a duty of utmost good faith to the plaintiff. The plaintiff seeks \$217,166.55, interest, loss of income, general damages and costs.	1/08/2014			Duncan Webb:- Lane Neave, Plaintiff John Knight/Armando Neris:- Chapman Tripp, Defendant	YES	DISCONTINUED 19/01/2016
CIV-2014-409-000543	Birch & Collie v AA Insurance Limited	General Proceeding	Property at Moncks Spur Road, Moncks Spur. Covered under AA Insurance policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$1,010,839.30. The plaintiffs say they have been paid an over-cap payment by EQC. The plaintiffs claim \$869,293.40 (plus damages, interest and costs) from the defendant.	6/08/2014			Grant Shand:- Plaintiffs Kristal Rowe:- McElroys, Defendant	YES	DISCONTINUED 30/10/2015
CIV-2014-409-000542	Gibson & New Zealand Trustee Services Limited (as trustees) v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Rose Street, Somerfield. Covered under AMI policy. Damaged in February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$698,184.21. The plaintiffs claim \$113,850 (plus damages, interest and costs) from the first defendant and \$583,184.21 (plus damages, interest and costs) from the second defendant.	6/08/2014			Grant Shand:- Plaintiffs John Knight/Kate Yesburg:- Chapman Tripp, First Defendant Liam McNeely/ DJ Friar:-Bell Gully, Second Defendant	YES	DISCONTINUED 01/08/2016
CIV-2014-409-000541	Corkran v Southern Response Earthquake Services Limited	General Proceeding	Property at Farnborough Street, Bexley. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$808,063.90. The plaintiff says it has been paid an over-cap payment by EQC. The plaintiff claims \$683,531.81 (plus damages, interest and costs) from the defendant.	6/08/2014			Grant Shand:- Plaintiffs David Friar/Morgan Powell:- Bell Gully, Defendant	YES	DISCONTINUED 16/05/2016
CIV-2014-409-000540	Jasmi Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Rawson Street, New Brighton. Covered under IAG BNZ policy. Damaged in February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$643,381.56. The plaintiff claims \$113,850 (plus interest and costs) from the first defendant and \$528,381.56 (plus \$2000 stress payment, interest and costs) from the second defendant.	6/08/2014			Grant Shand:- Plaintiffs John Knight/Jeremy Upston:- Chapman Tripp, First Defendant Grant Macdonald/Caroline Halliday:- DLA Piper, Second Defendant	YES	DISCONTINUED 15/08/2017
CIV-2014-409-000539	Withers v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Creyke Road, Ilam. Covered under State Insurance policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege that the economic option is to repair at a cost of \$824,032.95. The plaintiffs claim \$301,121.34 (plus damages, interest and costs) from the first defendant and \$519,869.98 (plus damages, interest and costs) from the second defendant.	6/08/2014			Grant Shand:- Plaintiffs John Knight/Hadleigh Pedler:- Chapman Tripp, First Defendant Catherine Jamieson/Megan Gall:- Young Hunter, Second Defendant	YES	DISCONTINUED 16/06/2016
CIV-2014-409-000535	Body Corporate 79647 v Earthquake Commission (Discontinued) and IAG New Zealand Limited (Discontinued)	General Proceeding	The plaintiff is the body corporate of an apartment building on Peterborough Street, Christchurch. The building is a heritage building. The building was insured with the defendant over two sum-insured policy periods between 03/04/2010-15/01/2011 [\$14,320,000] and 15/01/2011-15/01/2012 [\$12,990,000]. The terms of the policy provided, inter alia, for the cost of repairing or rebuilding to a condition as similar as possible to when it was new. The policy specified that the most the defendant will pay for any event is the sum insured. The plaintiff says the building was damaged in 8 earthquake events. The plaintiff seeks various declarations regarding: events causing natural disaster damage; quantum; method of settlement; damages; interest, and; costs.	5/08/2014			Stephen Rennie:- Rhodes & Co, Plaintiff C Hlavac/M Ring QC:-Young Hunter, Defendant Nathaniel Walker, Russell McVeagh, Second Defendant	YES	DISCONTINUED 05/10/2020
CIV-2014-409-000532	Mike Greer Commercial Limited & Doncaster Developments Limited v Waimakariri District Council & The Minister for Canterbury Earthquake Recovery	Judicial Review	The Applicants are a commercial construction company and a residential property developer, respectively. The Applicants lodged resource consent applications to build several buildings considered to be "retail activities" pursuant to the District Plan. The Applicants argue: (a) The process employed by the First Respondent in amending the District Plan falls outside of its statutory directions by the Second Respondent; (b) The First and Second Respondents did not exercise their powers in accordance with s 10 of the Canterbury Earthquake Recovery Act 2011; (c) The amendments are not necessary to achieve the purposes of the Act, and; (d) The amendments are inconsistent with the Greater Christchurch Recovery Strategy. The Applicants seek orders setting aside the amendments, a declaration that the amendments were unlawful and costs.	4/08/2014			Richard Smedley/Gerard Cleary:- Anthony Harper, Applicant Ken Stephen:-Crown Law, Second Respondent	YES	DISCONTINUED 24/09/2014
CIV-2014-409-000466	Harris v Southern Response Earthquake Services Limited & Corbel Construction Limited & Uretex Ground Engineering (NZ) Limited	General Proceeding (Repairs)	Property at Condell Avenue, Bryndwr. Policy under Southern Response damaged in the Canterbury Earthquake Sequence Southern Response elected to repair the property and the plaintiff alleges defects with the repairs. Plaintiffs claim judgment in the sum of \$650,000.00, rental costs, general damages, interest and costs against each defendant.	10/07/2014			YES	YES	DISCONTINUED 23/01/2017
CIV-2014-409-000465	Wenborn & Yates v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at De Blodge Place, Burwood. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$960,275.98. The plaintiffs claim \$208,917.32 (plus damages, interest and costs) from the first defendant and \$749,248.38 from the second defendant.	10/07/2014			Grant Shand:- Plaintiffs John Knight/Rebekah Dixon:- Chapman Tripp, First Defendant David Friar/Morgan Powell:- Bell Gully, Second Defendant	YES	DISCONTINUED 28/04/2016
CIV-2014-409-000464	Klok v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Jebson Street, Mairehau. Covered under State policy. Damaged in February 2011. The plaintiffs allege the economic option is to repair at a cost of \$572,222.15. The plaintiffs claim \$100,295.65 (plus damages, interest and costs) from the first defendant and \$230,539.66 (plus damages, interest and costs) from the second defendant.	10/07/2014			Grant Shand:- Plaintiffs John Knight/Jeremy Upson:- Chapman Tripp, First Defendant Stephanie Grieve/Stephanie Mann:- Duncan Coterill, Second Defendant	YES	DISCONTINUED 12/05/2017
CIV-2014-409-000463	Pezaro v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Kidson Terrace, Cashmere. Covered under IAG ASB Bank policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$858,424.46. The plaintiff claims \$227,041.49 (plus damages, interest and costs) from the first defendant and \$628,424.46 (plus damages, interest and costs) from the second defendant.	10/07/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Grant Macdonald/Anna McElhinney:- DLA Piper, Second Defendant	YES	DISCONTINUED 20/01/2017
CIV-2014-409-000432	Hanton Golf Enterprises Limited v Certain Underwriters at Lloyds Administered by Offshore Market Placements Limited	General Proceeding	Property at Wordsworth Street, Sydenham. Covered under Commercial Insurance Package - Building Cover to a replacement sum insured of \$365,000 (excluding GST). Damaged in September 2010 and February 2011. The plaintiff claims it will cost approximately \$650,000 to restore the property to a condition substantially the same as, but not better or more extensive than its condition when new. The plaintiff claims \$419,750 inc. GST (plus interest and costs) from the defendant.	1/07/2014			Grant Shand:- Plaintiff Anthony Holden:- DAC Beachcroft, Defendant	YES	DISCONTINUED 02/02/2015

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2014-409-000430	Cairns v Earthquake Commission (Discontinued) & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Pembroke Street, Avondale. Covered under Lumley Westpac Bank policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$808,004.11. The plaintiff claims \$227,700 (plus damages, interest and costs) from the first defendant, and; \$578,004.11 from the second defendant.	1/07/2014			Grant Shand:- Plaintiffs Andrea Challis/Kristal Rowe:- McElroys, First Defendant Amanda Ferris/ John Knight:-Chapman Tripp, Second Defendant	YES	DISCONTINUED 20/05/2019
CIV-2014-409-000429	White v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Evans Place, Kaiapoi. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to repair at a cost of \$603,204.31. The plaintiff claims \$227,700 (plus damages, interest and costs) from the first defendant, and; \$373,204.31 (plus damages, interest and costs) from the second defendant.	1/07/2014			Grant Shand:- Plaintiffs John Knight/Brendon Orr:- Chapman Tripp, First Defendant David Friar/Morgan Powell:- Bell Gully, Second Defendant	YES	DISCONTINUED 12/02/2016
CIV-2014-409-000428	Phillips & Just v Southern Response Earthquake Services Limited	General Proceeding	Property at Butts Road, Heathcote. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$760,634.04. The plaintiffs claim \$632,532.23 (plus damages, interest and costs) from the defendant.	1/07/2014			Grant Shand:- Plaintiffs Liam McNeely:-Bell Gully, Defendant	YES	DISCONTINUED 08/07/2016
CIV-2014-409-000427	Wright v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Station Road, Heathcote Valley. Covered under NZI policy. Damaged in September 2010, December 2010, February 2011, June 2011 and December 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$379,734.40. The plaintiff claims \$223,195.94 (plus damages, interest and costs) from the defendant.	1/07/2014			Grant Shand:- Plaintiffs John Knight/Jeremy Upson:- Chapman Tripp, First Defendant Grant Macdonald/Misha Henaghan:- Second Defendant	YES	DISCONTINUED 13/06/2016
CIV-2014-409-000426	Pfisterer v Southern Response Earthquake Services Limited	General Proceeding	Property at Fifield Terrace, St Martins. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$946,710.61. The plaintiff claims \$816,308.48 (plus damages, interest and costs).	1/07/2014			Kirsten Maclean:- Tavendale Partners, Plaintiffs DJ Friar/Morgan Powell:-Bell Gully, Defendant	YES	DISCONTINUED 29/09/2017
CIV-2014-409-000425	White v AA Insurance Limited	General Proceeding	Property at McBratneys Road, Dallington. Covered under AA policy. Damaged in February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$570,163.10. The plaintiff claims \$444,798.47 (plus damages, interest and costs) from the defendant.	1/07/2014			Grant Shand:- Plaintiffs Stephanie Corban:- Hesketh Henry, Defendant	YES	DISCONTINUED 16/10/2015
CIV-2014-409-000424	Prendeville v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Wainoni Road, Avondale. Covered under Tower policy. Damaged in February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$754,815.15. The plaintiff claims \$113,850 (plus damages, interest and costs) from the first defendant, and; \$639,815.15 (plus damages, interest and costs) from the second defendant.	1/07/2014			Grant Shand:- Plaintiffs Kate Yesberg/John Knight:-Chapman Tripp, First Defendant Matthew Harris:-Gilbert Walker, Second Defendant	YES	DISCONTINUED 28/09/2017
CIV-2014-409-000423	Lakakis v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Queenswood Gardens, Mairerhu. Covered under NZI policy. Damaged in September 2010. The plaintiffs allege the economic option is to repair at a cost of \$734,637.62. The plaintiffs claim \$82,121.69 (plus damages, interest and costs) from the first defendant, and; \$652,515.52 (plus damages, interest and costs) from the second defendant.	1/07/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 23/01/2017
CIV-2014-409-000422	Barnes v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Kaiwara Street, Hoon Hay. Covered under State policy. Damaged in September 2010. The plaintiffs allege the economic option is to rebuild at a cost of \$671,975.02. The plaintiffs claim \$113,319 (plus damages, interest and costs) from the first defendant, and; \$239,976.25 (plus damages, interest and costs) from the second defendant.	1/07/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 20/10/2016
CIV-2014-409-000421	During v Earthquake Commission & AA Insurance Limited	General Proceeding	Property at Hawkins Road, Hororata. Covered under AA policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$408,187.33. The plaintiffs claim \$194,671.10 (plus damages, interest and costs) from the first defendant, and; \$211,549.86 (plus damages, interest and costs) from the second defendant.	1/07/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Sarah Lichfield/Alan Sherlock:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 06/04/2018
CIV-2014-409-000420	Hepburn & Perpetual Trust Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Speight Street, Mairerhu. Covered under NZI policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$731,487.40. The plaintiffs claim \$186,267.25 (plus damages, interest and costs) from the first defendant, and; \$543,138.66 (plus damages, interest and costs) from the second defendant.	1/07/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Grant Macdonald/Anna Robinson:- DLA Piper, Second Defendant	YES	DISCONTINUED 08/11/2016
CIV-2014-409-000419	Lyons & Lilley v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Dallington Terrace, Dallington. Covered under NZI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$1,028,076.33. The plaintiffs claim \$152,368.84 (plus damages, interest and costs) from the first defendant, and; \$720,662.17 (plus damages, interest and costs) from the second defendant.	1/07/2014			Duncan Webb/Lane Neave- Plaintiffs John Knight:- Chapman Tripp, First Defendant Aaron Sherriff:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 26/05/2015
CIV-2014-409-000417	Foster & Brown v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Rutland Street, Papanui. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege the economic option is to rebuild at a cost of 624,814.44. The plaintiff claims \$163,260.28 (plus damages, interest and costs) from the first defendant, and; \$459,829.29 (plus damages, interest and costs) from the second defendant.	1/07/2014			Grant Shand:- Plaintiffs John Knight/Kate Yesburg:- Chapman Tripp, First Defendant Liam McNeely/ DJ Friar:-Bell Gully, Second Defendant	YES	DISCONTINUED 07/07/2016
CIV-2014-409-000416	OHara v AA Insurance Limited	General Proceeding	Property at Port Hills Road, Heathcote Valley. Covered under AA policy. Damaged in September 2010 and February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$607,836.20. The plaintiff claims \$492,836.20 (plus damages, interest and costs) from the defendant.	1/07/2014			Grant Shand:- Plaintiffs Alan Sherlock/Sara Litchfield:- Hesketh Henry, Defendant	YES	DISCONTINUED 28/07/2015
CIV-2014-409-000367	Arnold v IAG New Zealand Limited & Earthquake Commission	General Proceeding	Property at William Brittan Avenue, Halswell. Covered under IAG policy. Damaged in September 2010. Additional damage to the property was discovered during repairs by Fletchers EQR. A repair methodology was formulated for damage to the foundations by the second defendant. The plaintiff alleges that this repair methodology is inadequate because it does not properly identify or repair the natural disaster damage. The plaintiffs seek: (1) An order that the defendants must carry out a different repair methodology (including assessment methods); (2) Engineers costs; (3) Damages; (4) Costs.	13/06/2014			Brent Stanaway:- Raymond Donnelly & Co/ Malcom Wallace-Canterbury Chambers, Plaintiffs John Knight:- Chapman Tripps, First Defendant Grant Macdonald/Anna McElhinney:- DLA Piper, Second Defendant	YES	DISCONTINUED 14/08/2015
CIV-2014-409-000358	McGuinness & Nicholson v Tower Insurance Limited	General Proceeding	Property at Mersey Street, St Albans. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiffs allege that the repair strategy proposed by the defendant will not return the house to the same condition and extent as when new. The plaintiffs say the underfloor area has not been assessed therefore the repair strategy is flawed. The plaintiffs allege breach of contact and breach of the duty of good faith. The plaintiffs seek: (1) declaration that the repair strategy does not meet the defendants contractual obligations, does not comply with appropriate building guidelines and that the conduct of the defendant is a breach of good faith; (2) Damages; (3) Other orders; (4) Costs.	10/06/2014			Duncan Webb/Robin Kay:- Lane Neave, Plaintiffs Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 03/10/2014

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2014-409-000329	Bowler v Majestic Holdings Limited	General Proceeding	The plaintiff and the defendant entered an agreement whereby the defendant was appointed to negotiate and settle the plaintiffs insurance claims. The plaintiff says that the agreement was a credit contract under the Credit Contracts and Consumer Finance Act 2003 and that the agreement was oppressive under that Act. The plaintiff seeks: (1) A declaration that the agreement was oppressive; (2) An order re-opening the agreement; (3) An order that the plaintiffs obligations under the agreement are extinguished, and; (4) Costs.	29/05/2014			Grant Shand:- Plaintiffs Willie Palmer:- Buddle Findlay, Defendant	YES	DISCONTINUED 15/12/2014
CIV-2014-409-000327	Truscott v Christchurch City Counsel	General Proceeding	Property at Hammerton Lane, Heathcote Valley. The property is in a valley below the Heathcote Quarry Reserve. The plaintiffs allege negligence and nuisance by the defendant. The property suffered damage, allegedly from rockfall originating on land formerly used as a quarry, owned by the defendant. The property is subject to a notice under s 124 of the Building Act 2004 and red zoning. The plaintiffs allege negligence by the defendant because it was foreseeable that rockfall could occur and cause damage or result in the inability to remediate the property. The plaintiffs allege nuisance because the defendant failed to take steps to prevent rocks falling from the quarry. The plaintiffs seek: (1) \$1,104,435.00 as the cost to remediate the damage caused by rockfall; (2) \$500,000 for rockfall protection systems; (3) \$71,160 in rental costs caused by inability to occupy the property; (4) Ongoing rental costs, and; damages, interest and costs from the defendant.	27/05/2014			Grant Shand:- Plaintiffs Frana Divich:- Heaney & Partners, Defendant	YES	DISCONTINUED 15/12/2014
CIV-2014-409-000326	McNabb v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Taramea Place, Addington. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to repair the house at a cost of \$492,704.73. The plaintiffs claim \$213,540.95 (plus damages, interest and costs) from the first defendant and \$279,163.78 (plus damages, interest and costs) from the second defendant.	27/05/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 09/12/2016
CIV-2014-409-000325	Wood, Murray & Clements (as trustees) v Tower Insurance Limited	General Proceeding	Property at Heaton Street, Strowan. Covered under Tower policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege that the cost to remediate the property is approximately \$600,770 (less EQC payment). The plaintiffs claim \$468,532.21 plus damages, interest and costs from the defendant.	27/05/2014			Grant Shand:- Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 28/07/2015
CIV-2014-409-000322	Parish v Tower Insurance Limited	General Proceeding	Property at Landsdowne Terrace, Cashmere. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiffs allege the economic option is to rebuild at a cost of \$896,402.86. The plaintiff claims \$761,387.89 (plus damages, interest and costs) from the defendant.	27/05/2014			Chris Boys:- AssureLegal, Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 27/04/2017
CIV-2014-409-000314	Bond & Cupples v Southern Response Earthquake Services Limited	General Proceeding	Property at Esplanade, Sumner. Covered under AMI policy. Plaintiffs allege the defendant presented settlement options on the basis of a repair cost of \$670,376.55. The plaintiffs accepted a cash settlement offer (of \$483,091) made under the policy option to purchase a house at a different site. The plaintiffs say they later discovered that the defendant calculated the repair cost as \$875,420.25. The plaintiffs say they would not have accepted the cash settlement if they knew the higher calculated repair cost. The plaintiffs argue damages arise from misleading and deceptive conduct under the Fair Trading Act 1986. The plaintiffs seek an order under the Act that the settlement agreement be void.	21/05/2014			A Hooker:- Hooker Law, Plaintiff Emily Walton/Sarah Waggott:- Wynn Williams, Defendant	YES	DISCONTINUED 15/10/2015
CIV-2014-409-000309	Ernst & Brennan v IAG New Zealand Limited	General Proceeding	Property at Sinclair Street, New Brighton. Covered under State policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendants rebuild cost does not take into account demolition costs, contingency fees, professional fees, landscaping, curtains, boundary walls, retaining walls, consent fees and inflation. The plaintiffs allege the cost to rebuild (including additional costs, above) is \$836,444. The plaintiffs claim rebuild costs (minus EQC payment, plus \$20,000 alternative accommodation, damages, interest and costs) from the defendant.	21/05/2014			Angela Parlane:- Plaintiff Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 05/11/2014
CIV-2014-409-000306	Malcolm v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Eders Road, Woodend. Covered under Lumley policy. Damaged in September 2010 and February 2011. The plaintiff alleges that the economic option is to rebuild at a cost of \$591,551.84. The plaintiff claims \$227,700 (plus damages, interest and costs) from the first defendant and \$430,504.11 (plus damages, interest and costs) from the second defendant.	21/05/2014			Grant Shand:- Plaintiffs John Knight/Jeremy Upson:- Chapman Tripp, First Defendant Andrea Challis:-McElroys,Second Defendant	YES	DISCONTINUED 08/12/2017
CIV-2014-409-000305	Roberts & Nichols v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property at Alpine View Lane, Parklands. Covered under Tower ANZ Bank policy. Damaged in February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$590,048.28. The plaintiffs claim \$107,985.75 (plus damages, interest and costs) from the first defendant and \$475,048.28 (plus damages, interest and costs) from the second defendant.	21/05/2014			Grant Shand:- Plaintiffs John Knight/Jeremy Upson:- Chapman Tripp, First Defendant Martin Smith:- Gilbert/Walker, Second Defendant	YES	DISCONTINUED 06/04/2017
CIV-2014-409-000304	Kenna & Gordon v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Bower Avenue, North New Brighton. Covered under Lumley Westpac Bank policy. Damaged in February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of 696,282.39. The plaintiffs claim \$113,850 (plus damages, interest and costs) from the first defendant and \$581,282.39 (plus \$100 stress payment, damages, interest and costs) from the second defendant.	21/05/2014			Grant Shand:- Plaintiffs A Challis/K Rowe:-McElroys, Defendant	YES	DISCONTINUED 22/01/2016
CIV-2014-409-000303	Burson v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property at Bower Avenue, North New Brighton. Covered under IAG ASB Bank policy. Damaged in February 2011. The plaintiff alleges that the economic option is to rebuild at a cost of \$450,337.46. The plaintiff claims \$79,695 (plus damages, interest and costs) from the first defendant and \$369,877.46 (plus damages, interest and costs) from the second defendant.	21/05/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant	YES	DISCONTINUED 16/09/2015
CIV-2014-409-000295	Nash v Southern Response Earthquake Services Limited	General Proceeding	Property at Farnborough Street, Bexley. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs allege the defendant has accepted that the property is uneconomic to repair. The rebuild cost is in dispute. The defendant has offered to pay \$237,353. The plaintiff claims \$631,653.14 (plus damages, interest and costs) from the defendant.	19/05/2014			Grant Shand:- Plaintiffs Grant Macdonald/Anna Robinson:- DLA Piper, Defendant	YES	DISCONTINUED 28/10/2016
CIV-2014-409-000294	Pusineri & Fiorenzo v AA Insurance Limited	General Proceeding	Property at Kowahi Terrace, Saint Martins. Covered under AA policy. Damaged in September 2010 and February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$1,080,310.73. The plaintiffs claim \$965,110.73 (plus damages, interest and costs) from the defendant.	19/05/2014			Grant Shand:- Plaintiffs Alan Sherlock/Stephanie Corbin:- Hesketh Henry, Defendant	YES	DISCONTINUED 12/10/2015
CIV-2014-409-000292	Sweeney & Longney v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property at Malvern Hills Road, Sheffield. Covered under AMI policy. Damaged in September 2010. The plaintiff alleges that the economic option is to rebuild at a cost of \$453,281.75. The plaintiff claims \$113,850 (plus damages, interest and costs) from the first defendant and \$338,281.75 (plus damages, interest and costs) from the second defendant.	19/05/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Grant Macdonald/Anna Robinson:- DLA Piper, Second Defendant	YES	DISCONTINUED 09/02/2017

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CIV-2014-409-000291	Harris & Kamo v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property at Cannon Hill Crescent, St Andrews Hill. Covered under Lumley Westpac Bank policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$1,310,404.42. The plaintiffs claim \$240,672.96 (plus damages, interest and costs) from the first defendant and \$1,069,731.46 (plus \$1000 stress payment, damages, interest and costs) from the second defendant.	19/05/2014			Grant Shand:- Plaintiffs John Knight/Beth Murphy:- Chapman Tripp, First Defendant Andrea Challs/Kristal Rowe-McElroys, Second Defendant	YES	DISCONTINUED 13/07/2017
CIV-2014-409-000281	Tuam Ventures Limited (In receivership) v Vero Insurance Limited	General Proceeding	Claim in respect of commercial properties at Sol Square and Tuam Street. Damaged in February 2011 and became untenable in terms of ADLS lease. Covered under Vero material damage and consequential loss policy for the period of 27/01/2011-27/04/2011. The sum insured under the policy was \$13,990,000. The plaintiff alleges that, in terms of the policy, the property is a constructive total loss. The plaintiff claims the maximum entitlement for material damage under the policy plus other entitlements, over and above the amount already paid by the defendant. The plaintiff seeks \$8,523,011 (plus interest and costs) from the defendant, and; declarations regarding constructive total loss, reinstatement costs and coverage for consequential loss.	14/05/2014			Jo Appleyard:- Chapman Tripp, Plaintiff Craig Langstone:- Jones Fee, Defendant	YES	DISCONTINUED 16/02/2017
CIV-2014-409-000271	Body Corporate 357584 & Ferguson v Quaipe Valuations Limited	General Proceeding	Warwick Mews in Warwick Street. The defendant in 2009 carried out a valuation on the reinstatement, demolition and inflationary costs. The plaintiffs allege that the valuation did not calculate sufficient indemnity for reinstatement of the property. The plaintiffs argue negligence, negligence misstatement, breach of contract and ss 9 & 13 of the Fair Trading Act 1986. The plaintiffs seek the difference between the valuation and the actual cost to reinstate. The plaintiffs claim \$3,370,000 (plus other relief, interest and costs).	9/05/2014			K W Clay:- Clarendon Chambers (& G W Smith, Canterbury Legal Services Limited), Plaintiffs Glen Ryan:- White Fox & Jones, Defendant	YES	DISCONTINUED 15/05/2015
CIV-2014-409-000265	McDonnell v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property in Matsons Avenue, Papanui. Covered under AML policy. Damaged in September 2010 and February 2011. The plaintiff alleges that the economic option is to repair the house at a cost of \$374,843.40. The plaintiff claims \$227,700 (plus damages, interest and costs) from the first defendant and \$114,843.40 (plus damages, interest and costs) from the second defendant.	8/05/2014			Ducan Webb:- Lane Neave, Plaintiffs John Knight/Beth Murphy:- Chapman Tripp, First Defendant Grant MacDonald/Sacha Thom:-DLA Piper, Second Defendant	YES	DISCONTINUED 10/03/2016
CIV-2014-409-000263	Campbell v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property in Station Road, Heathcote Valley. Covered under State Insurance policy. Damaged in September 2010. The plaintiff alleges that the economic option is to rebuild at a cost of \$967,714.33. The plaintiff claims \$111,993.41 (plus damages, interest and costs) from the first defendant and \$852,714.33 (plus damages, interest and costs) from the second defendant.	8/05/2014			Grant Shand:- Plaintiffs John Knight/Nicholas Wood:- Chapman Tripp, First Defendant Misha Henaghan/Anna Robinson:- DLA Piper, Second Defendant	YES	DISCONTINUED 21/04/2016
CIV-2014-409-000259	Ross v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property in Ashgrove Terrace, Somerfield. Covered under Westpac Bank Lumley policy. Damaged in September 2010 and February 2011. The plaintiff alleges that the economic option is to rebuild at a cost of \$496,751.87. The plaintiff claims \$227,700 (plus damages, interest and costs) from the first defendant and \$266,751.88 (plus \$1000 stress payment, damages, interest and costs) from the second defendant.	8/05/2014			Grant Shand:- Plaintiffs John Knight/Beth Murphy:- Chapman Tripp, First Defendant Andrea Challs:- McElroys, Second Defendant	YES	DISCONTINUED 21/04/2017
CIV-2014-409-000257	Lewis & Davis v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property in Vogel Street, Richmond. Covered under ANZ Bank Tower policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$656,771.77. The plaintiffs claim \$312,226.53 (plus damages, interest and costs) from the first defendant and \$341,391.44 (plus damages, interest and costs) from the second defendant.	8/05/2014			Grant Shand:- Plaintiffs John Knight-Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 19/05/2016
CIV-2014-409-000256	Slade v Lumley General Insurance (N.Z.) Limited	General Proceeding	Property in Berwick Street, St Albans. Covered under Westpac Bank Lumley policy. Damaged in September 2010 and February 2011. The plaintiff alleges that the economic option is to rebuild at a cost of \$845,078.47. The plaintiff claims \$702,319.16 (plus damages, interest and costs) from the defendant.	8/05/2014			Grant Shand:- Plaintiffs Phillip McKinnon:- McElroys, Defendant	YES	DISCONTINUED 16/07/2015
CIV-2014-409-000255	Tolson v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property in Armagh Street, Linwood. Covered under AMI policy. Damaged in February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$591,940.77. The plaintiffs claim \$113,850 (plus damages, interest and costs) from the first defendant and \$476,940.77 (plus damages, interest and costs) from the second defendant.	8/05/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Grant MacDonald/Sacha Thom:-DLA Piper, Second Defendant	YES	DISCONTINUED 23/09/2015
CIV-2014-409-000254	McWilliam & Williams v Tower Insurance Limited	General Proceeding	Property in Bower Avenue, Parklands. Covered under Tower National Bank policy. Damaged in February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$769,831.36. The plaintiffs claim \$654,831.36 (plus damages, interest and costs) from the defendant.	8/05/2014			Chris Boys:- AssurLegal, Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 02/02/2016
CIV-2014-409-000253	Mckenzie & The JM & RR Family Trust v The Canterbury Earthquake Recovery Authority	Judicial Review	Two adjoining properties in Centaurus Road, St Martins. The Respondent purported to classify the properties as Green Zone in June 2012. The Respondent purported to rely on extensive, peer reviewed geotechnical reports. In December 2013 the Respondent purported to re-classify the properties as Red Zone. The Applicant alleges that the decision is unlawful and should be invalidated. The Applicant argues: (1) The Respondent took into account irrelevant considerations such as the man-made nature of a cliff when assessing risk; (2) The Respondent did not take into account relevant considerations such as the purposes of the CER Act and the relevant policies governing land zoning; (3) Breach of the relevant policies governing land zoning; (4) Breach of natural justice by failing to provide a substantive review mechanism, failing to provide information and failure to consult; (5) Mistake of fact; (6) Public law estoppel arising from the unequivocal confirmation that the land is Green Zone; (7) Disproportionality in failing to consider alternatives, and; (8) Unreasonableness/Irrationality in all the circumstances.	8/05/2014			Michael Starling:- Barrister (& David Beck:- SB Law), Applicants Sally Mckechnie:- Crown Law, Respondent	YES	DISCONTINUED 28/08/2014
CIV-2014-409-000238	Braid v IAG New Zealand Limited	General Proceeding	Property in Te Pihopa Way, Halswell. Covered under State policy. Damaged in September 2010. The plaintiffs allege that the economic option is to rebuild at a cost of \$640,000. The plaintiff claims \$526,150 (plus professional fees (to be quantified), consequential losses, damages and costs) from the defendant.	2/05/2014			Paul Raddcliffe/Michael Wolff:- Grimshaw & Co, Plaintiffs. Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 27/04/2017
CIV-2014-409-000234	Mitchell and Mackersy Trust & Evans v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property in Flaxgrove Place, Parklands. Covered under Tower ANZ Bank policy. Damaged February 2011. The plaintiffs allege the economic option is to repair the house at a cost of \$940,865. The plaintiffs claims \$113,850 (plus damages, interest and costs) from the first defendant and \$825,865 (plus damages, interest and costs) from the second defendant.	30/04/2014			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 27/10/2016
CIV-2014-409-000233	Rajenda & Lim v Southern Response Earthquake Services Limited	General Proceeding	Property in Ashby Place, Bryndwr. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$517,423. The plaintiffs claim \$405,092 (plus damages, interest and costs) from the defendant.	30/04/2014			Grant Shand:- Plaintiffs Grant MacDonald/Sacha Thom:-DLA Piper, Defendant	YES	DISCONTINUED 20/11/2015

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CIV-2014-409-000232	Pickering & Szydlowska-Pickering v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property in Matsons Avenue, Papanui. Covered under Lumley Westpac Bank policy. Damaged in September 2010 and February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$550,390. The plaintiffs claim \$227,700 (plus damages, interest and costs) from the first defendant and \$320,234 (plus \$1000 stress payment, damages, interest and costs) from the second defendant.	30/04/2014			Grant Shand:- Plaintiffs Nikolas Bruce-Smith/John Knight-Chapman Tripp, First Defendant Andrea Challis:- McElroys, Second Defendant	YES	DISCONTINUED 13/12/2016
CIV-2014-409-000231	Daniels & Clark v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Property in Westminster Street, St Albans. Covered under State policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$734,597. The plaintiffs claim \$278,607 (plus damages, interest and costs) from the first defendant and \$453,175 (plus damages, interest and costs) from the second defendant.	30/04/2014			Grant Shand:- Plaintiffs John Knight- Chapman Tripp, First Defendant Stephanie Grieve/Aaron Sherriff:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 15/09/2016
CIV-2014-409-000229	Ji & Gao v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property in Ottawa Road, Wainoni. Covered under Lumley Westpac Bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$679,733. The plaintiffs claim \$341,550 (plus damages, interest and costs) from the first defendant and \$334,733 (plus stress payment of \$1000, damages, interest and costs) from the second defendant.	30/04/2014			Grant Shand:- Plaintiffs Nikolas Bruce-Smith/John Knight-Chapman Tripp, First Defendant Andrea Challis:- McElroys, Second Defendant	YES	DISCONTINUED 02/03/2016
CIV-2014-409-000228	Houghton & Swale v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property in Lyndhurst Crescent, Aranui. Covered under Lumley Westpac Bank policy. Damaged in February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$640,854. The plaintiffs claim \$96,850 (plus damages, interest and costs) from the first defendant and \$525,854 (plus \$1000 stress payment, damages, interest and costs) from the second defendant.	30/04/2014			Grant Shand:- Plaintiff John Knight- Chapman Tripp, First Defendant Andrea Challis:- McElroys, Second Defendant	YES	DISCONTINUED 25/11/2016
CIV-2014-409-000227	Van Hulten v Tower Insurance Limited	General Proceeding	Property in Pinaster Place, Parklands. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiffs allege that the economic option is to rebuild the house at a cost of \$1,165,401.61. The plaintiffs claim \$1,015,365.29 (plus damages, interest and costs) from the defendant.	30/04/2014			Grant Shand:- Plaintiffs Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 20/04/2016
CIV-2014-409-000226	Elliot v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding	Property in Howe Street, New Brighton. Covered under Lumley Westpac Bank policy. Damaged in September 2010 and February 2011. The plaintiff alleges that the economic option is to rebuild at a cost of \$454,980. The plaintiff claims \$179412 (plus damages, interest and costs) from the first defendant and \$224,980 (plus damages, interest and costs) from the second defendant.	30/04/2014			Grant Shand:- Plaintiff Andrea Challis:- McElroys, Defendant	YES	DISCONTINUED 19/04/2016
CIV-2014-409-000225	Richards v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property in Petrie Street, Richmond. Covered under AMI policy. Damaged in February 2011. The plaintiffs allege that the economic option is to rebuild at a cost of \$982,857. The plaintiffs claim \$113,850 (plus damages, costs and interest) from the first defendant and \$869,007.98 (plus damages, costs and interest) from the second defendant.	30/04/2014			Grant Shand:- Plaintiffs John Knight- Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 01/06/2016
CIV-2014-409-000209	Gay & Fletcher v Lumley General Insurance (N.Z.) Limited	General Proceeding	Claim in respect of property in Rue de la Mare, Parklands, Christchurch. Covered under Lumley Westpac Bank policy. Damaged in 4 September 2010 and 22 February 2011. The plaintiff alleges the cost to reinstate the property to the policy standard is approximately \$650,000 (to be particularised). The plaintiff claims (declaratory relief, alternative) \$524,608.42 (plus \$2000 landscaping, \$2000 stress payment, \$20,000 temporary accommodation costs, interest and costs) from the defendant.	14/04/2014			Grant Shand:- Plaintiffs Andrea Challis:- McElroys, Defendant	YES	DISCONTINUED 26/08/2015
CIV-2014-409-000207	Sadat v Tower Insurance Limited & Earthquake Commission	General Proceeding	Claim in respect of property in Victors Road, Hoon Hay, Christchurch. Covered under Tower home policy. Damaged in September 2010 earthquake. The plaintiff claims that: the first defendant denies liability (damage below EQC cap), and; the second defendant has not made payment. The plaintiff seeks full rebuild cost (plus damages and costs) divided as between defendants.	11/04/2014			Kathryn Dalziel:- Taylor Shaw, Plaintiff Matthew Harris:- Gilbert Walker, First Defendant John Knight/Jeremy Upson:- Chapman Tripp, Second Defendant	YES	JUDGMENT - DEFENDED HEARING 06/07/2017
CIV-2014-409-000202	Square Holdings Limited v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of building in Cathedral Square. Damaged in February 2011 earthquake. Covered under Material Damage and Business Interruption policy. The plaintiff alleges the building is a total loss due to: operation of law (Canterbury Earthquake Recovery Act, Resource Management Act, etc.), and/or; the substantive damage to the property. The plaintiff seeks relief in the way of a declaration that the defendant is liable to pay up to \$16,100,000 (less deductions, excl GST, plus interests and costs).	11/04/2014			Helen Smith & Chris Shannon:- Duncan Cotterill, Plaintiff Philippa Fee/ Andrew Durrant:- Jones Fee, defendant	YES	DISCONTINUED 24/11/2014
CIV-2014-409-000194	RWWNZ Properties Pty Limited v IAG New Zealand Limited	General Proceeding	Claim in respect of a building in Richmond Hill, Christchurch. Covered under IAG full replacement policy. Damaged in earthquake events occurring in 2010 and 2011. The plaintiff contends that difference between its entitlement of \$115,000 under Earthquake Commission Act 1993 and the total cost to repair is \$2,481,495.11. The plaintiff alleges the defendant has not met its obligations under the policy in a timely manner and has failed to make payment. The plaintiff seeks declarations regarding coverage and quantum plus damages, interest and costs.	8/04/2014			Stephen Rennie:- Rhodes & Co, Plaintiff Rob Coltman:- Fortune Manning, Defendant	YES	DISCONTINUED 09/06/2015
CIV-2014-409-000187	Stuart v Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property in Rocking Horse Road, Southshore. Covered under AMI policy. Damaged in 22 February 2011. EQC has paid its statutory cap. The plaintiff alleges the cost to rebuild is \$822,436.02. The defendant made an offer of \$315,678. The plaintiff claims \$709,345.02 (plus damages, interest and costs) from the defendant.	3/04/2014			Grant Shand, Plaintiffs Emily Walton/Pip Allan:- Wynn Williams, Defendant	YES	DISCONTINUED 25/05/2015
CIV-2014-409-000186	Brazier & Wethey v Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property in Circuit Street, Merivale. Covered under AMI policy. Damaged in 4 September 2010, 22 February 2011 and 23 December 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$1,692,307.69. The plaintiff claims \$1,583,872.04 (plus damages, interest and costs) from the defendant.	3/04/2014			Grant Shand, Plaintiffs Peter Leman:- DLA Piper, Defendant	YES	DISCONTINUED 28/10/2016
CIV-2014-409-000185	Suter v Lumley General Insurance (N.Z.) Limited	General Proceeding	Claim in respect of property in Bower Avenue, New Brighton. Covered under Lumley Westpac Bank policy. Damaged in 22 February 2011. The plaintiff alleges the economic option is to rebuild at a cost of \$893,647.67. The plaintiff claims: (1) \$113,850 (plus damages, costs and interest) from the first defendant, and; (2) \$778,447.67 (plus stress payment, damages, interest and costs) from the second defendant.	3/04/2014			Grant Shand, Plaintiff Andrea Challis/Kristal Rowe:- McElroys-Defendant	YES	DISCONTINUED 18/11/2015
CIV-2014-409-000172	Lee & Lu v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Ravensdale Rise, Westmorland. Covered under IAG ASB Bank policy. Damaged in September 2010, February 2011 and December 2011. The plaintiffs allege the property must be rebuilt at a cost of \$590,295.00. The plaintiffs claim the rebuild sum (plus interest, damages, other relief and costs) from the first defendant and second defendant.	19/03/2014			Duncan Webb/Michael Bendall:- Lane Neave, Plaintiff John Knight/Armando Neris:- Chapman Tripp, First Defendant Peter Leman/Emma Gabor:- DLA Piper, Second Defendant	YES	DISCONTINUED 09/12/2014

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CIV-2014-409-000128	Robinson & Firth v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Wainoni Road, Avondale. Covered under State Insurance policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff alleges the cost to reinstate the property is \$969,961.55. The plaintiff claims: (1) \$341,550 (plus general damages, interest and costs) from the first defendant, and; (2) \$624,961.55 (plus \$1000 stress payment, general damages, interest and costs) from the second defendant.	7/03/2014			Grant Shand, Plaintiff John Knight/Rebecca Dixon, Chapman Tripp:- First Defendant Catherine Jamieson, Young Hunter:- Second Defendant	YES	DISCONTINUED 15/01/2016
CIV-2014-409-000127	Webster & Jones v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property in Bowenvale Avenue, Cashmere. Covered under AMI policy. Damaged in February 2011. The plaintiff alleges the cost to reinstate the property is \$292,901.07 (for the dwelling) and \$339,188.59 (for "external works", including retaining walls). The plaintiff claims: (1) \$113,850 (plus general damages, interest and costs) from the first defendant, and; (2) respective sums of \$117,901.07 and \$339,188.59 (plus general damages, interest and costs) from the second defendant.	7/03/2014			Grant Shand, Plaintiff John Knight/Bridgette Martin:- Chapman Tripp, First Defendant Sarah Waggott:- Wynn Williams, Second Defendant	YES	DISCONTINUED 07/12/2015
CIV-2014-409-000124	Body Corporate 78462 v IAG New Zealand Limited & Earthquake Commission	General Proceeding	Claim in respect of an apartment complex made up of 5 buildings. Covered under NZI policies over two renewal periods. Damaged in February 2011 and June 2011. EQC paid cap payment in part. Defendant has paid its calculated indemnity value. The plaintiff alleges that the defendant has failed to make further payment based on its policy obligation to pay "Actual Replacement" value. The plaintiff claims the sum assessed as the loss caused by the February 2011 earthquake, and; the "Actual Replacement" value due to total loss caused by the June 2011 earthquake (sums presently unquantified).	6/03/2014			Hugh Matthews:- White Fox and Jones, Plaintiff Chris Hlavac:-Young Hunter, Defendant	YES	DISCONTINUED 29/05/2018
CIV-2014-409-000123	Hornby Tower Holdings Limited v IAG New Zealand Limited	General Proceeding	Claim in respect of a six level commercial office building. Covered under NZI policy over two renewal periods. Plaintiff says it provided expert reports and repair methodologies to the defendant. Plaintiff alleges that the defendant has failed to approve repairs or proposed repair methodologies that would reinstate to the requisite condition under the policy. Plaintiff seeks declaration that it is entitled to reinstatement by completion of repair works, other required works to meet compliance and costs and expenses (plus interest and costs). Relief sought is declaratory only.	6/03/2014			Hugh Matthews:- White Fox and Jones, Plaintiff P Leman/E Gabor:- DLA Piper, Defendant	YES	DISCONTINUED 11/06/2014
CIV-2014-409-000105	Independent Fisheries Ltd v The Minister for Canterbury Earthquake Recovery & Ors	Judicial Review	The applicant challenges the lawfulness of the respondent's use of powers under ss 24 & 27 of the CER Act and the introduction of the Land Use Recovery Plan (LURP). The applicant argues: (1) that the provisions that introduce the airport noise corridor fall outside the proper scope of the LURP; (2) the provisions of LURP that restrict subsequent amendments and the exercise of powers under the Act is a disproportionate use of power because of imbalance between the rights of the applicant and earthquake recovery, termination of the right of access to the Environment Court and the entrenched nature of the measures taken by the respondent; (3) the respondent did not take into account the necessity of, and reasonable alternatives to, the measures; (4) the respondent did not take into account the position of the applicant, and; (5) the measures taken by the respondent were procedurally unfair, and; (6) the measures taken fall outside the purposes of the Act. The applicant seeks: (1) orders setting aside the provisions of the LURP and the directions under s 24; (2) orders setting aside the s 27 revocation of the former provisions to enable appeals to continue to the Environment Court, and; (3) declaration that the introduction of the airport noise corridor is beyond the proper purpose of the Act.	27/02/2014			Francis Cooke QC, Thorndon Chambers & Pru Stevens, Canterbury Chambers (and R Smedley, Anthony Harper) , Applicant David Goddard QC, Thorndon Chambers (and Ken Stephens and Anna Jacobs, Crown Law), Respondent Jared Ormsby:- Wynn Williams, Second Respondents Ben Williams:- Chapman Tripp, intervener(Chch int airport)	YES	JUDGMENT - DEFENDED HEARING 12/11/2014 COURT OF APPEAL MILESTONES: CAT21/14 Filed 10/12/14 Abandoned 17/3/15
CIV-2014-409-000093	Emmons Developments New Zealand Limited v Mitsui Sumitomo Insurance Co Limited	General Proceeding	Claim in respect of Grant Thornton Building, Cathedral Square. Insured under Mitsui Business Package Policy. Damaged in February and June 2011. Building was within CERA cordon until demolition (carried out by CERA pursuant to ss 38 & 40 of the CER Act). Plaintiff alleges breach of contract relating to failure to pay full indemnity value, demolition costs and other costs. Plaintiff claims: (1) indemnity value of \$49.5m (plus GST, minus \$14.85m paid), and; (2) damages or interest since 30 June 2011, and; (3) demolition costs of \$1,685,624.45 together with interest, and ;(4) further demolition costs. Further, plaintiff seeks declarations relating to: (a) the carrying out repair work with reasonable dispatch, and; (b) whether the defendant is obliged to pay indemnity value or the cost of replacement of an equivalent building, or, the cost of restoring the damaged part on an old-for-new basis.	25/02/2014			Peter Woods:- Anthony Harper, Plaintiff Grant MacDonald/Anna McElhinney:-DLA Piper, Defendant	YES	DISCONTINUED 17/07/2015
CIV-2014-409-000080	McAlister & Payne v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property in Shortland Street, Wainoni. Covered under AMI policy. Damaged in February 2011. The plaintiff alleges the cost to reinstate the property is \$1,011,313. The plaintiff claims: (1) \$113,850 (plus general damages, interest and costs) from the first defendant, and; (2) \$896,313 (plus general damages, interest and costs) from the second defendant.	18/02/2014			Grant Shand, Plaintiff John Knight/Bridgette Martin:- Chapman Tripp, First Defendant Richard Johnstone:- Wynn Williams, Second Defendant	YES	DISCONTINUED 17/02/2016
CIV-2014-409-000079	Wilson v Earthquake Commission & Tower Insurance Limited	General Proceeding	Claim in respect of property in Warrington Street, Mairerhau. Covered under Tower ANZ Bank policy. Damaged in February 2011. The plaintiff alleges the cost to reinstate the property is \$772,099.94. The plaintiff claims: (1) \$113,850 (plus general damages, interest and costs) from the first defendant, and; (2) \$657,099.94 (plus general damages, interest and costs) from the second defendant.	18/02/2014			Grant Shand, Plaintiff John Knight/Brendon Orr:- Chapman Tripp, First Defendant Martin Smith:- Glibert Walker, Second Defendant	YES	DISCONTINUED 03/06/2016
CIV-2014-409-000070	Tweedie v Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of red-zoned property in Lower Styx Road, Brooklands. Covered under AMI policy. Damaged in September 2010. The plaintiff alleges the cost of reinstatement is \$850,000 which makes the property uneconomic to repair. The plaintiff claims \$735,000 (plus general damages, interest and costs) from the defendant.	17/02/2014			Grant Shand, Plaintiff EJ Walton/PipAllan:-Wynne Williams, Defendant	YES	DISCONTINUED 18/03/2015
CIV-2014-409-000032	Tumblar Products Limited v Vero Insurance New Zealand Limited & IAG New Zealand Limited	General Proceeding	Claim in respect of business interruption losses. The plaintiff conducted business out of buildings in Pages Road, Wainoni. Covered under Vero & IAG policies. Damage occurred in September 2010, February 2011, June 2011 and December 2011. Plaintiff alleges defendants have breached the policy by failure to pay for all business interruption loss and Claims Preparations Costs. Plaintiff seeks declaration of business interruption entitlement to \$3,467,547 (plus interest and costs) and other related orders.	22/01/2014			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiff Peter Hunt:- McElroys, Defendants	YES	DISCONTINUED 24/11/2014

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2014-409-000025	Prain & Leslie v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of property in Clifton Terrace, Clifton. Damaged in September 2010, February 2011 and December 2011. Covered under Vero policy. Plaintiffs allege the cost to reinstate the house is \$2,126,833.56. The plaintiff claims: (1) \$455,000 plus general damages, interest and costs from the first defendant, and; (2) \$1,664,833.52 plus \$2000 landscaping costs, \$10000 retaining wall costs, general damages, interest and costs from the second defendant.	20/01/2014			Grant Shand, Plaintiff John Knight/Hadleigh Pedler:- Chapman Tripp, First Defendant	YES	DISCONTINUED 03/02/2017
CIV-2014-409-000010	McMullan v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Sumner Road, Lyttelton. Damaged in September 2010, February 2011 and June 2011. Covered under an IAG insurance policy. Plaintiff alleges the property is uneconomic to repair and must be rebuilt. Plaintiff claims: (1) \$80,980.15 plus costs, interest and other relief from the first defendant, and; (2) \$529,228.93 plus general damages, loss of rent, costs, interest and other relief from the second defendant.	16/01/2014			Andrew Hooker:- Shine Lawyers, Plaintiff Kate Sheehan:- Fortune Manning, Second Defendant John Knight/ Beth Murphy:- Chapman Tripp, First Deft	YES	DISCONTINUED 03/03/2017
CIV-2014-409-000009	Jenness & Hawkins v Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of twelve residential flats in Woodham Street, Avonside. Covered under Vero policy. Damaged in September 2010 and February 2011. Plaintiffs allege the defendants' position is that the sum insured amount includes regulatory compliance costs and demolition costs. Plaintiffs argue that the policy wording excludes these additional costs from the sum insured therefore the defendant is liable in contract, and; under Fair Trading Act 1986 and Consumer Guarantees Act 1993. Plaintiffs claim \$1,090,300 plus other relief, interest and costs.	16/01/2014			Andrew Hooker:- Shine Lawyers, Plaintiff Peter Hunt:- McElroys, Defendant	YES	DISCONTINUED 04/09/2014
CIV-2014-404-003362	Kenna & Gordon v Lumley General Insurance (N.Z.) Limited	General Proceeding (transferred from the Auckland registry)	Property at Morgans Valley, Heathcote Valley. Covered under Westpac Bank policy. Damaged in February 2011. The plaintiffs say the cost to repair the property is \$1,346,581 (including fees and GST). The plaintiffs have been paid an over-cap payment by EQC. The plaintiffs claim \$1,161,786 (plus \$1000 stress payment, damages, \$20,000 temporary accommodation, interest and costs) from the defendant.	23/12/2014			Grant Shand:- Plaintiffs Peter Leman/Emma Gabor:- DLA Piper, Defendant	YES	STRUCK OUT 27/10/2016
CIV-2014-009-000987	Bushby & New Zealand Trustee Services Limited (as trustees) v Brown & Earthquake Commission & Tower Insurance Limited	General Proceeding (transferred from District Court)	Property at Harrall Place, Kaiapoi. Covered under Tower policy. Damaged in September 2010, February 2011 and December 2012. The plaintiffs say its EQC claim was referred to the Canterbury Home Repair Programme (CHRP) operated by Fletchers EQR. The plaintiff signed a construction contract for repairs with the first defendant. The plaintiff says the first defendant did not carry out repairs in accordance with the contract for repairs and failed or refused to remedy the work. In respect of the second and third defendants, the plaintiff says the property is uneconomic to repair and must be rebuilt at a cost of \$766,423.25. The plaintiff claims \$51,799.20 (plus damages, interest and costs) from the first defendant; \$212,875.10 (plus damages, interest and costs) from the second defendant; and, \$536,423.25 (plus damages, interest and costs) from the third defendant.	17/04/2014	19/12/2014		Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 26/06/2017
CIV-2013-409-001784	Kay & Johns v Tower Insurance	General Proceeding	Claim in respect of red-zoned property in Charon Street, Brooklands. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiff alleges the defendant has failed to properly assess the damage, repair methods and costs required for the property. Issues of post-repair floor levels, application of MBIE guidelines in relation to the policy wording and method of settlement quantification raised in statement of claim. The plaintiff claims: Declaration the house is uneconomic to repair and must be rebuilt by defendant (or an order for approx \$603,660.45), general damages, damages for costs arising from breach, other relief and costs.	23/12/2013			Geoffrey Falloon:- Cameron & Co & Kevin Sullivan, Plaintiff Matthew Harris:- Gilbert Walker. Defendant	YES	DISCONTINUED 22/10/2014
CIV-2013-409-001781	LWR Durham Properties Limited v Vero Insurance New Zealand Limited & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Orbell Street, Sydenham. Covered under a Replacement Value policy. Damaged in September 2010, October 2010, December 2010, February 2011, April 2011 and 13 & 21 June 2011. The plaintiff alleges the defendant has incorrectly paid market value when the policy wording requires replacement cost less depreciation. The plaintiff claims \$40,485,652 replacement cost (minus \$1,905,000 paid to date), claims preparation costs, professional fees, adjustment of deductible, interest and costs.	23/12/2013			Stephen Rennie/T Brito:- Rhodes & Co, Plaintiff Cecily Brick:- Jones Fee, First and Second Defendants	YES	DISCONTINUED 10/08/2017
CIV-2013-409-001780	The Best Little Lawhouse Limited v OFS Insurance Brokers Limited & Altus Financial Services Limited & Webb Farry & Ors	General Proceeding	Claim in respect of three buildings in Colombo Street. Plaintiff alleges negligence and breach of contract because while arranging insurance the defendant broker: (1) Failed to act with reasonable speed; inform of conditions precluding renewal; advise on insurance coverage; take all reasonable steps to reinsure, and; (2) Arranged insurance with an insurer (now in liquidation) with a higher risk profile than original insurer. Plaintiff claims up to amount that would have been paid by original insurer, reasonably foreseeable losses, damages, interest and costs.	23/12/2013			Peter Woods:- Anthony Harper, Jonathan Orpin, Plaintiff Jonathan Orpin:- Stout Street, Defendant Michaela Ryan:- Solomons, Second Defendant Diccon Sim:- Gallaway Cook Allan, Sixth third party Philippa Fee:- Fee Langstone, Seventh Third Party	YES	DISCONTINUED 18/07/2018
CIV-2013-409-001778	Vasilchenko v IAG New Zealand Limited	General Proceeding	Claim in respect of property in Foresters Crescent, Parklands. Covered under BNZ policy. Damaged in February 2011 and December 2011. The plaintiffs allege the cost of reinstatement would be \$1,463,176.91. The plaintiffs claim \$1,344,365.89 (plus general damages, interest and costs) from the defendant.	23/12/2013			Grant Shand:- Plaintiff Helen Smith/Julie Maslin-Caradus:- Duncan Cotterill, Defendant	YES	DISCONTINUED 22/09/2015
CIV-2013-409-001776	Zhang & Xue v IAG New Zealand Limited	General Proceeding	Claim in respect of property in Wedmore Close, Burwood. Covered under ASB policy. Damaged in February 2011. The plaintiffs allege the cost of reinstatement would be \$1,276,158.31. The plaintiffs claim \$1,161,158.31 (plus general damages, interest and costs) from the defendant.	23/12/2013			Grant Shand:- Plaintiff Catherine Jamieson:- Young Hunter, Defendant	YES	DISCONTINUED 02/02/2015
CIV-2013-409-001775	He v Earthquake Commission & Offshore Market Placements Limited	General Proceeding	Claim in respect of property in Selwyn Street, Addington. Covered under Material Damage Policies. Damaged in September 2010, February 2011 and June 2011. The plaintiff alleges the cost to reinstate the property is approximately \$951,659.89. The plaintiff claims: (1) \$297,948.51 (plus general damages, interest and costs) from the first defendant, and; (2) \$361,354.58 (plus general damages, interest and costs) from the second defendant.	23/12/2013			Chris Boys:- Assure Legal, Plaintiff John Knight & Beth Murphy:- Chapman Tripp, First Defendant Rob Coltman/Simon Connolly:- Fortune Manning, Second Defendant	YES	JUDGMENT - DEFENDED HEARING 04/09/2017 COURT OF APPEAL MILESTONES: CA567/17 Filed 11/10/17 Abandoned 24/1/18
CIV-2013-409-001774	Gorzeman v Lumley General Insurance(NZ) Limited	General Proceeding	Claim in respect of property in Deloraine Street, Somerfield. Covered under Lumley policy. Damaged in February 2011. The plaintiff alleges the property is uneconomic to repair and must be rebuilt. The plaintiff claims: (1) \$12,890.25 (plus general damages, interest and costs) from the first defendant, and; (2) \$968,894.10 (plus general damages, interest and costs) from the second defendant.	23/12/2013			Grant Shand:- Plaintiff John Knight/Sarah Lester:- Chapman Tripp, First Defendant Andrea Challis/Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 15/07/2015

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-409-001773	Harding-Browne v Earthquake Commission & Southern Response	General Proceeding	Claim in respect of property in Port Hills Road, Heathcote Valley. Covered under AMI policy. Damaged in September 2010, February 2011 and June 2011. The plaintiffs allege the property is uneconomic to repair and must be rebuilt. The plaintiffs claim: (1) \$341,550 (plus general damages, interest and costs) from the first defendant, and; (2) \$928,627.18 (plus general damages, interest and costs) from the second defendant.	23/12/2013			Grant Shand:- Plaintiff John Knight/Rebekah Dixon:- Chapman Tripp, First Defendant EJ Walton:-Wynne Williams Second Defendant	YES	STRUCK OUT 14/10/2015
CIV-2013-409-001772	Boreham v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property in Hellers Crescent, Aranui. Covered under AMI policy. Damaged in February 2011. The plaintiff alleges the property is uneconomic to repair and must be rebuilt. The plaintiff claims: (1) \$113,850 (plus general damages, interest and costs) from the first defendant, and; (2) \$429,994.25 (plus general damages, interest and costs) from the second defendant.	23/12/2013			Grant Shand:- Plaintiff John Knight/Sarah Lester:- Chapman Tripp, First Defendant EJ Walton:-Wynne Williams Second Defendant	YES	DISCONTINUED 03/11/2015
CIV-2013-409-001752	Moller & Zheng v Earthquake Commission & Tower Insurance Limited	General Proceeding	Claim in respect of property in Glastonbury Drive, Burwood. Covered under Amsure policy. Damaged in February 2011. The plaintiff alleges the cost to reinstate the property would be \$969,963.56. The plaintiff claims: (1) \$76,503.03 (plus general damages, interest and costs) from the first defendant, and; (2) \$854,963.56 (plus general damages, interest and costs) from the second defendant.	18/12/2013			Grant Shand:- Plaintiff John Knight/Hadleigh Pedler. Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 29/03/2016
CIV-2013-409-001751	Curnin v IAG New Zealand Limited	General Proceeding	Claim in respect of property in Champion Street, Edgeware. Covered under BNZ policy. Damaged in September 2010 and February 2011. The plaintiff alleges the property is uneconomic to repair and must be rebuilt. The plaintiff claims \$1,577,984.55 (plus general damages, interest and costs) from the defendant.	18/12/2013			Grant Shand:- Plaintiff Peter Leman/Shane Swinherd:- DLA Piper, defendant	YES	DISCONTINUED 09/01/2014
CIV-2013-409-001748	Hanson & Hintz v Tower Insurance Limited	General Proceeding	Claim in respect of property in Broadhaven Avenue, Parklands. Covered under Tower policy. Damaged in September 2010 and February 2011. The plaintiffs claim the property is uneconomic to repair and must be rebuilt. The plaintiff claims \$1,111,107.89 (plus general damages, interest and costs) from the defendant.	18/12/2013			Grant Shand:- Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 26/11/2015
CIV-2013-409-001747	Potter v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of property in Vogel Street, Richmond. Covered under MaxiPlan Home Policy Document. Damaged in September 2010, February 2011 and June 2011. The plaintiff alleges the cost to reinstate the property is \$557,765. The plaintiff claims: (1) \$282,918.64 (plus general damages, interest and costs) from the first defendant, and; (2) \$273,987.60 (plus \$2000 landscaping costs, general damages, interest and costs) from the second defendant.	18/12/2013			Grant Shand:- Plaintiff John Knight/Beth Murphy:- Chapman Tripp, First Defendant James Dymock:- Jones Fee, Second Defendant	YES	DISCONTINUED 25/09/2015
CIV-2013-409-001742	Bayley v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Rawson Street, New Brighton. Covered under BNZ policy. Damaged in February 2011. The plaintiff alleges the cost to reinstate the property is \$718,475.42. The plaintiff claims: (1) \$113,850 (plus general damages, interest and costs) from the first defendant, and; (2) \$603,225.42 (plus \$2000 stress payment, general damages, interest and costs) from the second defendant.	16/12/2013			Grant Shand:- Plaintiff John Knight:- Chapman Tripp, First Defendant Peter Leman/Anna Robinson:- DLA Piper, Second Defendant	YES	DISCONTINUED 01/05/2015
CIV-2013-409-001741	Hanson & Hintz v The Earthquake & Lumley General Insurance (NZ) Limited	General Proceeding	Claim in respect of property in Retreat Road, Avonside. Covered under Westpac policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff alleges the property is uneconomic to repair and must be rebuilt. The plaintiff claims: (1) \$195,657.87 (plus general damages, interest and costs) from the first defendant, and; (2) \$576,635.83 (plus \$1000 stress payment, general damages, interest and costs) from the second defendant.	16/12/2013			Grant Shand:- Plaintiff John Knight/Hadleigh Pedler:- Chapman Tripp, First Defendant Andrea Challis/Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 10/03/2017
CIV-2013-409-001740	Thomson v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Aylesford Street, Mairahau. Covered under State policy. Damaged in February 2011. The plaintiff alleges the property is uneconomic to repair and must be rebuilt. The plaintiff claims: (1) \$113,850 (plus general damages, interest and costs) from the first defendant, and; (2) \$332,156.61 (plus \$1000 stress payment, general damages, interest and costs) from the second defendant.	16/12/2013			Grant Shand:- Plaintiff John Knight/Hadleigh Pedler:- Chapman Tripp, First Defendant Rick Hargreaves/Geoff Turner:- Fortune Manning, Second Defendant	YES	DISCONTINUED 25/06/2015
CIV-2013-409-001738	Neale v AA Insurance Limited	General Proceeding	Claim in respect of property in Westminster Street, Mairahau. Covered under AA policy. Damaged in September 2010 and February 2011. The plaintiff alleges offer by the defendant of \$208,567.82 is insufficient to reinstate. The plaintiff claims \$933,460.10 (plus general damages, interest and costs).	16/12/2013			Grant Shand:- Plaintiff Alan Sherlock/Nick Gillies:- Hesketh Henry, Defendants	YES	DISCONTINUED 12/01/2016
CIV-2013-409-001737	Bradford v IAG New Zealand Limited	General Proceeding	Claim in respect of property in Cuffs Road, Wainoni. Covered under State policy. Damaged in September 2010 and February 2011. The plaintiff alleges the property is uneconomic to repair and must be rebuilt. The plaintiff claims \$618,854.15 (plus general damages, interest and costs from the defendant).	16/12/2013			Grant Shand:- Plaintiff Peter Leman/Anna McElhinney:- DLA Piper, Defendant	YES	DISCONTINUED 02/09/2014
CIV-2013-409-001736	Beasley v Earthquake Commission & Lumley General Insurance (NZ) Limited	General Proceeding	Claim in respect of property in Malta Crescent, South New Brighton. Covered under Westpac policy. Damaged in September 2010, February 2011 and December 2011. The plaintiff alleges the property is uneconomic to repair and must be rebuilt. The plaintiff claims: (1) \$226,993.52 (plus general damages, interest and costs) from the first defendant, and; (2) \$574,146.40 (plus \$1000 stress payment, general damages, interest and costs) from the second defendant.	16/12/2013			Grant Shand:- Plaintiff John Knight/Beth Murphy:- Chapman Tripp, First Defendant Andrea Challis/Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 16/05/2016
CIV-2013-409-001735	Stewart & Anderson v Tower Insurance Limited	General Proceeding	Claim in respect of property in Flemington Avenue, North New Brighton. Covered under ANZ policy. Damaged in September 2010 and February 2011. The plaintiff alleges the property is uneconomic to repair and must be rebuilt. The defendant offered to pay repair cost of \$108,370.43. Plaintiff claims reinstatement costs of \$436,125.93 (plus general damages, interest and costs) from the defendant.	16/12/2013			Grant Shand:- Plaintiff Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 28/08/2014
CIV-2013-409-001734	Firth Investments Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Moncks Spur, Redcliffs. Covered under BNZ policy. Damaged in September 2010, February 2011 and June 2011. Plaintiff alleges property is uneconomic to repair and must be rebuilt. Plaintiff claims (1) \$341,550 (plus interest and costs) from the first defendant, and; (2) \$470,233.59 (plus interest and costs) from the second defendant.	16/12/2013			Malcolm Wallace:- Plaintiff Geoff Carter:- Chapman Tripp, First Defendant Simon Connolly:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 17/05/2019
CIV-2013-409-001733	Marley v Earthquake Commission & Lumley General Insurance (NZ) Limited	General Proceeding	Claim in respect of property in Belmont Street, Avondale. Covered under Westpac home policy. Damaged in February 2011 and June 2011. Plaintiff alleges property is uneconomic to repair and must be rebuilt. Plaintiff claims (1) \$172,058.35 (plus general damages, interest and costs) from the first defendant, and; (2) up to \$447,464.54 (plus \$1000 stress payment, general damages, interest and costs) from the second defendant.	16/12/2013			Grant Shand:- Plaintiff John Knight/Grace Rippingale, Chapman Tripp, First Defendant Andrea Challis/Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 22/09/2015
CIV-2013-409-001732	Pearce v Tower Insurance Limited	General Proceeding	Claim in respect of property in Palmers Raod, New Brighton. Covered under Tower policy. Damaged in September 2010 and February 2011. Plaintiff alleges property is uneconomic to repair and must be rebuilt. Plaintiff claims \$789,111.15 (plus general damages, interest and costs) from the defendant.	16/12/2013			Grant Shand:- Plaintiff Martin Smith:- Gilbert Walker, Defendant	YES	DISCONTINUED 07/05/2015

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-409-001731	Belair Holdings Limited v Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property in Travis Country Drive, Burwood. Covered under AML policy. Damaged in September 2010 and February 2011. Plaintiff alleges property is uneconomic to repair and must be rebuilt. Plaintiff claims \$1,199,051.30 (plus general damages interest and costs)	16/12/2013			Grant Shand:- Plaintiffs Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 14/11/2016
CIV-2013-409-001730	Johnstone v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Norwrod Steet Beckenham. Covered under State policy. Damaged in September 2010 and February 2011. Plaintiff alleges property is uneconomic to repair and must be rebuilt. Estimated reinstatement cost of \$760,000. Plaintiff claims (1) \$227,700 (plus general damages, interest and costs) from first defendnatn, and: (2) \$ 530,964.29 (plus general damages, interest and costs) from second defendant.	16/12/2013			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Christopher Hlavac:- Young Hunter, Second Defendant	YES	DISCONTINUED 15/06/2015
CIV-2013-409-001714	Ward v Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property in Prestons Road, Marshlands. Covered under policy. Damaged in February 2011. Plaintiff alleges defendant disputed rebuild costs resulting in change from rebuild to repair. Plaintiff claims (1) \$2,335,676.54 (rebuild costs minus EQC payment), and: (2) general damages of \$50,000 (\$25,000 per plaintiff), plus interest and costs.	5/12/2013			Michael Wolff/Matthew Josephson: Grimshaw and Co, Plaintiff Emily Walton & Sarah Waggot, Wynn Williams:- Defendant	YES	DISCONTINUED 22/07/2014
CIV-2013-409-001693	Rentals NZ Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property in Gloucester Street Linwood. Covered under NZI policy. Damaged in September 2010 and February 2011. To remediate, estimated cost of \$849,000. Plaintiff claims (1) \$197,976 (plus interest and costs) from first defendant, and: (2) \$649,782.2 (plus \$2000 stress payment, interest and costs) from the second defendant.	22/11/2013			Grant Shand:- Plaintiff Bruce Scott:- Chapman Tripp, First Defendant Grant Macdonald:- DLA Piper, Second Defendant	YES	DISCONTINUED 04/04/2016
CIV-2013-409-001692	Bell v EQC & IAG NZ Limited	General Proceeding	Claim in respect of property in Mackenzie Avenue, Woolston. Covered under State policy. Damaged in September 2010 and February 2011 earthquakes. Alleged cost of remediation to "as new" condition \$924,422, claimed against defendants (less excesses). Seeks \$227,700 from first defendant and \$693,000 from Second Defendant.	21/11/2013			Grant Shand:- Plaintiff John Knight/Beth Murphy:- Chapman Tripp, First Defendant Catherine Jamieson/Megan Gall:- Young Hunter, Second Defendant	YES	DISCONTINUED 07/09/2015
CIV-2013-409-001691	Staples v EQC & AA Insurance Limited	General Proceeding	Claim in respect of property in North Avon Road, Richmond. Covered under AA policy. Damaged in February 2011 earthquake event. Alleged remediation cost \$829,063, claimed against defendants (less excesses). Seeks \$113,850 from First Defendant and \$714,000 from Second Defendant.	21/11/2013			Grant Shand:- Plaintiff Bruce Scott/Linda Clark:- Chapman Tripp, First Defendant Greg Jones:- Jones Fee, Second Defendant	YES	DISCONTINUED 15/10/2015
CIV-2013-409-001690	Lawry v EQC & IAG NZ Limited	General Proceeding	Claim in respect of house at Union Street, New Brighton. Covered under BNZ policy. Damaged in September 2010 and February 2011 earthquake events. Claim to restore house to "as new" condition \$511,932 claimed against defendants less excesses. Seeks \$227,000 from First Defendant and \$282,000 from Second Defendant.	21/11/2013			Grant Shand:- Plaintiff Bruce Scott/Rebekah Dixon:- Chapman Tripp, First Defendant Rob Coltman/Kate Sheehan-Fortune Manning, Second Defendant	YES	DISCONTINUED 03/03/2016
CIV-2013-409-001689	Murray v EQC & Vero Insurance	General Proceeding	Claim in respect of property at Rotten Row, Waikuku Beach. House covered by Vero policy. Damaged by December 2011 earthquake event. Claim for remediation of cost \$546,593 against defendant's, less excesses. Seeks \$113,850 from first defendant and \$431,000 from second defendant.	21/11/2013			Grant Shand:- Plaintiffs John Knight/Bridgette Martin:- Chapman Tripp, First Defendant Alan Sherlock:- Hesket Henry, Second Defendant	YES	DISCONTINUED 24/05/2017
CIV-2013-409-001684	Wakefield v New Zealand Insurance Limited	General Proceeding	Claim in respect of property in Taylors Mistake Road, Sumner. Covered under NZI policy. Damaged in September 2010, February 2011, April 2011 and June 2011. Section 124 by CCC in February 2012. Damage spread between two renewal periods. Plaintiff claims (1) not less than \$13,233,849 (plus interest and costs) in respect of total loss and (2) \$130,420 for loss of rent.	21/11/2013			Ayleath Foote:- Duncan Cottenill, Plaintiffs Christopher Hlavac:- Young Hunter, Defendant	YES	DISCONTINUED 05/03/2015
CIV-2013-409-001662	Tyalla Limited v BP Oil NZ Limited	General Proceeding	Claim in respect of contamination of plaintiff's land adjacent to defendant's service station at Clyde Road/Memorial Avenue, Christchurch damaged in February earthquake event. Claim that value of the adjacent land has been diminished, and for wasted expenditure. Total claim \$1.74 million, brought in nuisance and negligence.	14/11/2013			Glenn Jones:- Lane Neave, Plaintiff	YES	DISCONTINUED 06/01/2014
CIV-2013-409-001651	Erickson v Earthquake Commission & AA Insurance Limited	General Proceeding	Claim in respect of property at Palmers Road, New Brighton. Covered under SIS policy. Damaged in February 2011 earthquake event. Claim to remediate house \$681,709 sought from defendants (less excesses). Seeks \$112,000 from First Defendant and \$566,000 from Second Defendant.	12/11/2013			Grant Shand:- Plaintiffs John Knight:- Chapman Tripp, First Defendant Alan Sherlock:- Hesket Henry, Second Defendant	YES	DISCONTINUED 18/10/2016
CIV-2013-409-001648	Pike v Earthquake Commission & AA Insurance Limited	General Proceeding	Claim in respect of property at Main Street, Oxford. Covered under AA policy. Damaged in September 2010 and February 2011 earthquake events. Alleged remediation cost \$375,978 sought from defendants. Seeks \$212,000 from First Defendant and \$145,000 from Second Defendant.	12/11/2013			Grant Shand:- Plaintiffs John Knight/Sarah Lester:- Chapman Tripp, First Defendant Alan Sherlock:- Hesket Henry, Second Defendant	YES	DISCONTINUED 07/09/2016
CIV-2013-409-001647	Whitfield v Earthquake Commission v IAG New Zealand Limited	General Proceeding	Claim in respect of property at Westcoast Road, Sheffield. Covered under a State policy. Damaged in September 2010 and February 2011 earthquake events. Claim for remediation cost of \$430,123. Seeks \$199,000 from first defendant and \$228,000 from second defendant.	12/11/2013			Grant Shand:- Plaintiffs John Knight/Bidgette Martin:-Chapman Tripp, First Defendant Grant MacDonald/Anna McElhinny:-DLA Piper, Second Defendant	YES	DISCONTINUED 13/10/2015
CIV-2013-409-001646	Price v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property at Mackworth Street, Woolston. Covered by AML policy. Damaged in September 2010 and February 2011 earthquake events. Claim to repair in accordance with policy would cost \$533,133. Seeks \$217,000 from First Defendant and \$152,000 from second defendant.	12/11/2013			Grant Shand:- Plaintiffs; John Knight & Beth Murphy:- Chapman Tripp, First Defendant Grant MacDonald/Misha Henaghan:- DLA Piper, Second Defendant	YES	DISCONTINUED 12/05/2016
CIV-2013-409-001645	Yeo v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property at Kellys Road, Mairehau, Christchurch. Property insured under a BNZ Policy. Damaged in the February 2011 earthquake event. Claim that reinstatement to "as new" condition would cost \$700,303. Seeks \$113,850 from First Defendant and \$584,000 from second defendant.	12/11/2013			Grant Shand:- Plaintiffs Bruce Scott/Rebecca Dixon:- Chapman Tripp, First Defendant Catherine Jamieson:- Young Hunter, Second Defendant	YES	DISCONTINUED 10/03/2016
CIV-2013-409-001644	Duval v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of house at Gould Crescent, Woolston. House covered by AML policy. Damaged in September 2010 and February 2011 earthquakes. Alleged costs to remediate \$743,888. Seeks \$227,000 from First Defendant and \$513,000 from Second Defendant.	12/11/2013			Grant Shand:- Plaintiffs John Knight/Brendon Orr:- Chapman Tripp, First Defendant Grant Macdonald/Misha Henagan:- DLA Piper, Second Defendant	YES	DISCONTINUED 05/07/2016

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-409-001643	Driessen v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of Meadow Street, Kaiapoi. House covered by AMI policy. Damaged in September 2010 and February 2011 earthquakes. Alleged cost to remediate house on current site to "as new" condition \$784,297. Seeks \$227,700 from First Defendant and \$553,000 from Second Defendant.	12/11/2013			Grant Shand:- Plaintiffs John Knight /Beth Murphy:- Chapman Tripp, First Defendant Andrea Challis /Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 02/08/2016
CIV-2013-409-001642	Aileone v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	Claim in respect of property at Wildberry Avenue, Woolston. Property covered by Vero policy. House damaged in September 2010 and February 2011 earthquakes. Alleged remediation costs \$877,592. Seeks \$227,700 from First Defendant and \$647,000 from Second Defendant.	12/11/2013			Grant Shand:- Plaintiff John Knight:- Chapman Tripp, First Defendant Alan Sherlock:- Hesketh Henry, Second Defendant	YES	DISCONTINUED 10/10/2016
CIV-2013-409-001641	McDonnell v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of property at Clark Street, Sumner. Property covered by AMI policy. Damaged in September 2010 and February 2011 earthquakes. Seeks that home be remediated to as new condition. Claim against EQC for \$158,000 and SRESL for \$341,000.	12/11/2013			Grant Shand:- Plaintiff John Knight/Sarah Lester:- Chapman Tripp, First Defendant G Macdonald and M Henaghan: DLA Piper - Second Defendant	YES	DISCONTINUED 08/03/2016
CIV-2013-409-001627	Rule v Southern Response Earthquake Services Limited	General Proceeding	Claim in respect of a house at Kingsford Street, Dallington, Christchurch damaged in September 2010 earthquake. Covered by an AMI "Home Premier" policy. House damaged beyond economic repair. Plaintiff's seeking reinstatement. Dispute over rebuild cost. Plaintiff seeks cost of rebuilding on present site, estimated at \$837,000. Alleges offer by defendant inadequate.	11/11/2013			Duncan Webb/Kylie Graham:- Lane Neave, Plaintiff Grant Macdonald/Anna McElhinney:- DLA Piper Defendant	YES	DISCONTINUED 31/08/2015
CIV-2013-409-001594	Lui & Ye v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of property at Waimairi Road, Ilam. Covered under ASB policy. Damaged in September 2010, February 2011 and June 2011. Plaintiff alleges first and second defendants have failed or refused to pay claim within reasonable time. Plaintiffs claim costs of remediation: (\$234, 937.32 (plus general damages, interest and costs) from the first defendant, and; (2) \$561,405.48 (plus general damages, interest and costs) from second defendant.	5/11/2013			Paul Cowey:- ParryField, Plaintiff John Knight & Beth Murphy:- Chapman Tripp, First Defendant Rob Colman/Simon Connolly:- Fortune Manning, Second Defendant	YES	DISCONTINUED 22/05/2018
CIV-2013-409-001571	Yarrall & Anor v Southern Response Earthquake Services Limited	General Proceeding	Historic property in Woodham Road. Insured by defendant. Property damaged in Sept '10 and June '11 quakes. Need rebuild. Parties signed agreement for def to lead rebuild – using recycled materials – to be completed by June '12. Plaintiff says def has resiled from agreement. Plaintiff seeks specific performance of agreement and additional costs, compensation, aggravated damages.	24/10/2013			David Beck Law, Allan, Phillip:- Plaintiff Emily Walton:- Wynn Williams, Defendant Emily Walton:-Wynn Williams, defendant	YES	DISCONTINUED 29/08/2014
CIV-2013-409-001570	Odeon Property Holdings Limited v IAG New Zealand Limited	General Proceeding	Plaintiff owned Odeon Theatre – a listed heritage building. Insured with def. Damaged in Sept '10 quake – repair costs assessed at \$1,254 m. Further damage in Dec '10 quake – further costs to repair of \$358 k. Further damage in Feb '11 - further costs to repair of \$1,439 m. Plaintiff says each event is separate loss – subject to limit of \$1 m under policy – with automatic reinstatement. Plaintiff says total indemnity under policy is \$2,358 m. Def has paid \$650,000 to receivers of plaintiff's mortgagee. Did so without plaintiff's consent. Def refuses to make further payment to plaintiff. Plaintiff seeks \$1.708 m, plus interest on a "reasonable cost of funds" basis.	23/10/2013			Eddy, James:- Canterbury Legal, Plaintiff C Hlavac: Young Hunter - Defendant	YES	DISCONTINUED 14/11/2016
CIV-2013-409-001551	Hoopers Joinery Limited v Lloyds of London	General Proceeding	Plaintiff carried on business in leased premises. Had material damage and interruption policy with def. Plaintiffs plant, equipment and stock damaged in Feb 11 quake. Leased premises also damaged and then demolished. Plaintiff had to relocate and lost business. Partial payment to plaintiff. Plaintiff claims still owed \$583 k by def.	14/10/2013			Glenn Jones/Ben Russell:- Lane Neave, Plaintiff and K Pengelly: DLA Piper, Defendant	YES	DISCONTINUED 19/01/2015
CIV-2013-409-001525	Gaba v Southern Response Earthquake Services Limited	General Proceeding	Property in Helmores Lane. Insured with def. Property damaged in September 2010 and February 2011 quakes. Not economically feasible to repair. Plaintiffs claim def has failed to advance their claim. Seek damages and costs of rebuild - \$5.4 m.	1/10/2013			Hugh Matthews:- White Fox & Jones, Plaintiff EJ Walton:-Wynn Williams, defendant	YES	DISCONTINUED 21/12/2015
CIV-2013-409-001519	Silvester Motor Company Limited v IAG New Zealand Limited	General Proceeding	Plaintiff owns business in Moorehouse Avenue. Had material damage and business interruption insurance with IAG. Building damaged in February and June 2011 quakes. Plaintiff says IAG has breached policy. Plaintiff seeks \$8.6 m for material damage policy and order that IAG pay under business interruption policy.	1/10/2013			Andrew Hooker:- Shine Lawyers, Plaintiff Chris Hlavac:-Young Hunter, defendant	YES	DISCONTINUED 19/08/2016
CIV-2013-409-001517	Papanui Investments Limited v IAG New Zealand Limited	General Proceeding	Building in Merivale. Damage in September 2010, December 2010 and February 2011 quakes. Insured with IAG. Plaintiff says policies provide coverage for indemnity value for each loss. Says IAG has failed to pay – has made one-off payment of \$575,000. Seek declaration as to IAG's liability.	24/09/2013			Stephen Rennie:- Rhodes & Co, Plaintiff E Gabor/P Leman:- DLA Piper, Defendant	YES	DISCONTINUED 27/04/2016
CIV-2013-409-001514	Cassels v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Property in Heathcote Valley. Green zone, TC2, yellow. Insured by def. House damaged in September 2010 and February 2011 quakes. Could be repaired after September quake – estimated cost \$186,000. Damaged beyond repair in February 2011 quake. Plaintiffs wish to rebuild. Estimated cost \$738,000. Plaintiffs seek EQC caps for both September and February quakes. Seek balance from def.	17/09/2013			Grant Shand:- Plaintiff Bruce Scott/Natasha Kusel:-Chapman Tripp, Defendant Grant Macdonald/Anna Robinson :-DLA Piper, Second Defendant	YES	DISCONTINUED 31/03/2015
CIV-2013-409-001513	Drexels Limited v Lumley General Insurance (N.Z) Limited	General Proceeding (& Summary Judgment)	Plaintiff operated restaurant in leased premises. Premises damaged in February 2011 quake. Rendered untenable. Also inside CBD cordon. Lease terminated from 22 February 2011. Material damage and business interruption insurance with def. Plaintiff claimed for business interruption. Initial claim \$790 k. Def has paid \$58 k. Plaintiff seeks \$831 k for business interruption/alternatively \$598 k/alternatively \$513 k/alternatively \$282 k - depending on application of policy terms.	20/09/2013			Peter Woods/Geard Cleary:- Anthony Harper, Plaintiff Craig Langstone/Bradley:- Jones Fee, Defendant	YES	DISCONTINUED 24/01/2014
CIV-2013-409-001512	Dowsett v Earthquake Commission & AA Insurance Limited	General Proceeding	Property in Sydenham. Green zone, TC2, yellow. Insured by AA. House lost in February 2011 quake. Cost to rebuild - \$842,000. No payment by EQC. Plaintiffs seek EQC cap. Seek balance from AA.	20/09/2013			Grant Shand:- Plaintiff Bruce Scott/Heather McKenzie:- Chapman Tripp, Defendant Peter Hunt/Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 01/07/2015

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-409-001511	Prattley Enterprises Limited v Vero Insurance New Zealand Limited	General Proceeding	Plaintiff owns building in Worcester Street. Damaged in September 2010, December 2010, February 2011 and June 2011 quakes. Insured by Vero for indemnity value, measured by estimated replacement cost less depreciation. Also business interruption cover. Plaintiff claims \$8.1 m. Vero says only obliged to pay for September 2010 quake - \$1.05 m based on a market valuation. Plaintiff seeks declaration as to Vero's liability.	19/09/2013			Stephen Rennie/Ed Bayley-Rhodes & Co, Plaintiff Cecily Brick-J ones Fee, Defendant	YES	JUDGMENT - DEFENDED HEARING 24/06/2015 COURT OF APPEAL MILESTONES: CA400/15 Filed 21/7/15 Dismissed 14/3/16
CIV-2013-409-001510	Bell & Lynskey v IAG New Zealand Limited	General Proceeding	Plaintiffs trustees of family trust. Own building at Wickham Street. Damage in February and June 2011 quakes. Insured with def. Plaintiffs say policy treats each quake as separate event and def obliged to pay replacement value for each event. Estimated replacement cost is \$4.9 M. Allege def in breach of policy because it is asserting it is only obliged to pay indemnity value. Has paid \$780,000. Plaintiff seeks declarations that def obliged to pay replacement value of loss caused by each quake.	19/09/2013			Rennie, Stephen:-Rhodes & Co, plaintiff SMITH, Paul:-Fortune Manning, Defendant	YES	DISCONTINUED 09/05/2014
CIV-2013-409-001509	Stock v Southern Response Earthquake Services Limited	General Proceeding	Property in Parklands. Green zone, TC3, blue. Insured with def. Home lost in February 2011 quake. EQC has paid out. Plaintiffs wish to rebuild. - cost \$1.06 m. Def has offered \$262,000 less EQC payment. Plaintiffs seek declaration as to defendants liability.	19/09/2013			Grant Shand:- Plaintiffs Grant Macdonald/Anna Robinson:- DLA Piper, Defendant	YES	DISCONTINUED 04/12/2015
CIV-2013-409-001508	Wongeeon & Chen v Earthquake Commission, Vero Insurance New Zealand & IAG New Zealand Limited	General Proceeding	Property in Addington; green zone, TC 2, yellow. Insured with Vero. House lost in February 2011 quake. Plaintiffs assignees from original owner, who lodged claims. Notice of assignment given. To rebuild \$724,000. No payment by EQC or Vero. Plaintiffs seek EQC cap. Seek balance from Vero.	19/09/2013			Grant Shand:- Plaintiffs Bruce Scott/Sarah Lester:- Chapman Tripp, First Defendant	YES	DISCONTINUED 16/03/2015
CIV-2013-409-001507	Robertson & Brown v Earthquake Commission, Vero Insurance New Zealand Limited & IAG New Zealand Limited	General Proceeding	Property in Linwood. Green zone, TC 2, yellow. Insured with Vero. House lost in February 2011 quake. To rebuild \$1.06 m. No payment by EQC or Vero. Plaintiffs seek EQC cap. Seek balance from Vero.	19/09/2013			Grant Shand:- Plaintiffs Bruce Scott/ Rebekah Dixon:-Chapman Tripp, First Defendant	YES	DISCONTINUED 13/05/2016
CIV-2013-409-001506	Leenen & Heuyerjans v Southern Response Earthquake Services Limited	General Proceeding	Property in Burwood. Insured by def. Building damaged in quakes. Claim submitted. Def acknowledges building can be repaired. Alleged def has failed to advance claim. Declarations sought.	18/09/2013			Rennie, Stephen:-Rhodes & Co, Plaintiffs Emily Walton:-Wynn Williams, defendant	YES	DISCONTINUED 02/06/2017
CIV-2013-409-001505	Gregs Photo And Video Limited v QBE Insurance (International) Limited	General Proceeding	Plaintiff lessee at Merivale Mall. QBE is insurer. Policy provides material damage cover for leasehold improvements and business interruption coverage. Improvements damaged in February 2011 quake. Partial payment made by QBE. Declaration sought as to QBEs liability.	18/09/2013			Stephen Rennie:- Rhodes & Co, Plaintiff Frank Rose:- Keegan Alexander, Defendant	YES	DISCONTINUED 08/09/2014
CIV-2013-409-001496	Ferguson v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of house at 3 Nautilus Place, Brooklands. Green Zone, TC3. Damaged in February 2011 earthquake. House alleged to be damaged beyond economic repair. Plaintiffs wish to rebuild house. Rebuild costs alleged \$1.1 million. Claim against EQC for \$113,850 and against insurer, \$992,488 plus general damages.	10/09/2013			Grant Shand, Plaintiff Bruce Scott:-Chapman Tripp, Defendant Grant Macdonald/Anna McElhinney:- DLA Piper, Second Defendant	YES	DISCONTINUED 28/04/2015
CIV-2013-409-001495	Cross Trustees Limited v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Claim in respect of house at 53 Sumner Road, Lyttleton. Green Zone, damaged in September, February and June earthquakes. House alleged to be damaged beyond economic repair; new rebuild cost alleged \$1.003 million. Claim against EQC for three events, \$341,550 and as against insurer, \$657,560 plus general damages.	10/09/2013			Grant Shand, Plaintiff Bruce Scott:-Chapman Tripp, First Defendant Nichola Reid:-DLA Piper , Second Defendant	YES	DISCONTINUED 05/08/2015
CIV-2013-409-001494	Darling v Tower Insurance Limited	General Proceeding	Claim in respect of house at 2A Rue De La Mare, Parklands. Green Zone, TC3. Damaged in September, February and June earthquakes. Allegation house damaged beyond economic repair. Rebuild cost alleged \$1.169 million. Claim for declaration as to insurer's liability to pay that amount less EQC payments, together with general damages of \$50,000.	10/09/2013			Grant Shand, Plaintiff Chris Hlavac:-Young Hunter,defendant	YES	DISCONTINUED 09/05/2014
CIV-2013-409-001492	Armagh Projects Limited & 102 Armagh Once Limited v IAG New Zealand Limited	General Proceeding	Claim in respect of commercial building at 102 Armagh Street, Christchurch. Building damaged in the September 2010, February and June 2011 earthquakes. Alleged to require demolition and rebuild. Land part of convention centre anchor project in Christchurch Central Recovery Plan. Claim for interim payment on account of \$3.05 million, and for declaration that full indemnity value payable is \$8.09 million. Claim also for declaration that plaintiff is entitled to reinstatement by rebuild.	6/09/2013			Hugh Matthews:- White Fox & Jones, Plaintiffs Hlavac, C:-Young Hunter, deft	YES	DISCONTINUED 03/09/2014
CIV-2013-409-001488	Agnew v Tower Insurance & Southland Building Society	General Proceeding	House in Kaiapoi damaged in September 2010 and subsequent earthquakes. Red Zoned and sold to Crown. Issue as to lapse/cancellation of insurance policy for non-payment of premium. Claim for replacement cost of \$367,500 said to be payable by Tower if policy not wrongly cancelled and \$71,500 being 50 per cent of land value that would have been paid by the Crown under Red Zone arrangements. Further claims under FTA and in negligence. Claims for like quantum against SBS (mortgagee) in negligent misstatement and FTA.	3/09/2013			Mark Henderson:- Corcoran French, Plaintiff Martin Smith:- Gilbert Walker, First Defendant Owen Paulsen:- Cavell Leitch, Second Defendant	YES	DISCONTINUED 27/02/2014
CIV-2013-409-001482	Andy Ellis Holdings Limited, Grant William McEwen And Melissa Anne Mcewan, Cadelym Investments Limited, Duncan Campbell Mcmeeking And Stephen Paulus Van Der Splinter, v Earthquake Commission, Tower Insurance Limited, Southern Response Earthquake Services Limited, and IAG New Zealand Limited	General Proceeding	Properties in Manchester Street, green zone TC3 (blue). Allegation houses damaged beyond economic repair. Rebuild costs pleaded. No payments from EQC. Plaintiff seeks against EQC \$113,850 for one property and the same sum for the adjoining property. Against Tower Policy - Provider House Policy Maxi-Protection. No payments from Tower. Declarations or judgment for rebuild costs sought, \$750,000 approximate for each of the two properties.	3/09/2013			Grant Shand:- Plaintiffs Bruce Scott:-Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant Emily Walton:- Wynn Williams, Third Defendant	YES	DISCONTINUED 09/12/2016
CIV-2013-409-001479	Ah Toon v Earthquake Commission & Tower Insurance Limited	General Proceeding	Residential property. Green zone TC2. House policy Maxi Protection. EQC has paid \$7,532.98 for emergency repairs. No apparent dispute as to apportionment. Claim EQC liable to pay \$332,584.39. Against Tower No payment from Tower. Declaration sought Tower liable to pay to the maximum \$816,585.55. General damages sought of \$25,000 or, alternatively, judgment for those sums.	2/09/2013			Grant Shand:- Plaintiff Clark, Linda/Knight, John:- Chapman Tripp, deft Smith, Martin:- Gilbert Walker,Second Defendant	YES	STRUCK OUT 12/05/2015

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CIV-2013-409-001478	Holdstock & Molloy v Earthquake Commission & Tower Insurance Limited	General Proceeding	Residential property. Green zone TC2. House policy Maxi Protection. No payments from EQC. Allegation house damaged beyond repair. Rebuild costs about \$735,000. EQC has paid \$8,147.65. Allocation of damage: 17% September, 73% February, 10% June. Claim sets different allocations and judgment of \$300,000 plus general damages against EQC. Against Tower [2] Tower offers nothing. Declaration sought Tower liable to pay the plaintiffs up to \$430,386.17 to rebuild the house and general damages of \$50,000.	2/09/2013			Grant Shand:- Plaintiffs Bruce Scott/Linda Clark:- Chapman Tripp, Defendant Matthew Harris/Thomas Joseph:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 01/07/2016
CIV-2013-409-001477	Gorman v IAG New Zealand Limited	General Proceeding	Residential property. Green zone TC3. State Landlord policy. Alleged rebuild cost \$1.2 million approximately. Defendant has offered to pay \$162,000 less EQC payments.	2/09/2013			Grant Shand:- Plaintiff Rob Coltman/Kate Sheehan, Fortune Manning, Defendant	YES	DISCONTINUED 12/05/2016
CIV-2013-409-001476	Windlass Holdings Limited v Vero Insurance New Zealand Limited	General Proceeding	Plaintiff owner of commercial building used as indoor car park. Policy of insurance provider for sum insured of \$236,000. Allegation VERO owes plaintiff \$1.4 million approximately. The amount payable being not limited by the sum insured. Allegations that the three earthquakes were each separate event. Allegation indemnity value is cost of replacement less depreciation, not limited by the sum insured. Allegation VERO has made payment on market value, in the amount of \$264,615. Issues as to payment of professional fees. Claims for appropriate declarations and judgment sum.	29/08/2013			Stephen Rennie/Tiresa Brito:- Rhodes & Co, Plaintiffs Brick, Cecily:-Jones Fee, Defendant	YES	DISCONTINUED 23/11/2015
CIV-2013-409-001475	Malone v Tower Insurance Limited	General Proceeding	Plaintiff alleges Tower Insurance Limited obliged to pay full replacement cost, as damage to house beyond economic repair. Relief sought: specific performance of payment to rebuild, or special damages and general damages.	28/08/2013			Andrew Hooker:- Shine Lawyers, Plaintiffs Smith, Martin/Gilbert Walker, Defendant	YES	DISCONTINUED 15/04/2014
CIV-2013-409-001461	Jamieson, Leggat & McFarlane v Vero Insurance New Zealand Limited	General Proceeding	Residential hillside property on land within the red zone. Plaintiff claiming equitable interest in the property. Claim against vendor for not completing subdivision and making title available, to enable plaintiffs to become registered proprietors, and be able to deal directly with CERA. Claim against vendor, alleging constructive trust. Claim against VERO, alleging that VERO had elected not to rebuild or repair the dwelling, and should be held to that election, rather than now pursuing an argument that the solution was repair the dwelling on the property. Alternatively, seeking orders requiring VERO to make its election now, and proceed with settlement.	23/08/2013			Hugh Matthews:- White Fox & Jones, Plaintiffs Cecily Brick:- Jones Fee, Defendant	YES	DISCONTINUED 17/08/2015
CIV-2013-409-001451	Yarrall & Stephens v Earthquake Commission	Judicial Review	Judicial review. Apportionment by EQC of damage to house in three earthquakes: 10%, 90% and 0% in March 2012. Prior assessment: 10%, 40% and 50%. Error of law in failing to take into account relevant considerations, namely the actual damage to the house caused by each of the three quakes. Order sought quashing final apportionment and directing reconsideration.	23/08/2013			David Beck:- SB Law, Plaintiffs Andrew McKenzie Scott, Bruce/Neris, Armando:-Chapman Tripp, Defendant	YES	DISCONTINUED 23/05/2014 COURT OF APPEAL MILESTONES: CA396/15 (Costs) Filed 20/7/15 Dismissed 27/10/16
CIV-2013-409-001450	Turnbull Asset Management Limited v Certain Underwriters at Lloyds of London & Sirius International Insurance Group Limited	General Proceeding	Commercial building damaged by earthquake. Plaintiff claims insurance policies are replacement value policies. Measured by the amount of money it costs to return the building to its pre-loss functionality, likely cost currently estimated \$1.7 million. Defendant has offered to pay approximately \$200,000 on the termination of indemnity, based on market value. Also an issue as to liability of defendant to pay legal costs and other costs incurred in preparation of the claim. The principal issue likely to be construction of policy – whether the indemnity provision for accidental physical loss or damage applies to natural disaster cover.	21/08/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiff Frank Rose:- Keegan Alexander, Defendants	YES	DISCONTINUED 18/04/2016
CIV-2013-409-001415	Pedley & Little v Southern Response Earthquake Services Limited	General Proceeding	House at Linwood, damaged in September, February and June earthquakes. House alleged to be damaged beyond economic repair. AMI "Premier House" policy applicable. EQC has paid \$175,671. Alleged cost to rebuild "as new" \$1,122,196. Defendant insurer offering \$289,348 less EQC payments. Claim for declaration and general damages for distress, inconvenience and anguish.	19/08/2013			Grant Shand:- Plaintiff Bruce Scott/Armando:- Chapman Tripp, First Defendant Kristal Rowe/Andrea Challis:- McElroys, Second Defendant	YES	DISCONTINUED 11/06/2015
CIV-2013-409-001413	Murch & Paton v Southern Response Earthquake Services Limited	General Proceeding	New Brighton house, damaged in September and February earthquakes. AMI Premier House policy. EQC has paid \$131,910. Plaintiffs wishing to rebuild house. House alleged to be damaged beyond economic repair. Alleged rebuild cost (as new) \$861,796. Defendant insurer offering \$187,081, less EQC payment. Claim for declaration and general damages for distress inconvenience and anguish.	19/08/2013			Grant Shand:- Plaintiff Emily Walton/Sarah Waggot:- Wynn Williams, Defendant	YES	DISCONTINUED 09/10/2015
CIV-2013-409-001411	Treskonova v Earthquake Commission & Lumley General Insurance (NZ) Limited	General Proceeding	House at Sumner damaged in February earthquake event. Westpac Home policy applicable. Property subsequently red zoned. As a result, alleged to be a total loss. No payment by EQC, and second defendant insurer has offered only \$19,000. Alleged rebuild cost "at least \$1 million" (unquantified). Claim for declarations and general damages.	19/08/2013			Grant Shand:- Plaintiff Bruce Scott/Neris Armando:- Chapman Tripp, First Defendant Challis, Andrea/Kristal Rowe:-McElroys, Second Defendant	YES	DISCONTINUED 06/05/2015
CIV-2013-409-001410	Kennett v Earthquake Commission & IAG New Zealand	General Proceeding	House at Woolston damaged in February earthquake. State Home Comprehensive policy applicable. Claim lodged with EQC but unpaid. House alleged to be damaged beyond economic repair. Alleged rebuild cost \$988,416. Second defendant insurer alleged to have offered \$nil. Claim for declarations as to liability of each defendant, together with claims for general damages, distress, inconvenience and anguish.	19/08/2013			Grant Shand:- Plaintiffs Bruce Scott/Bridgette Martin:- Chapman Tripp, Defendant Peter Leman:-DLA Piper, Second Defendant	YES	DISCONTINUED 31/05/2016
CIV-2013-409-001408	Truscott v Lumley General Insurance (NZ) Limited	General Proceeding	Red zoned house in Heathcote Valley. Westpac Home policy applicable. EQC payments of \$133,200 paid. Insurer offering repair costs of \$283,340. Plaintiffs contending property is total loss. Seeking declaration that defendant insurer is liable to pay rebuild costs less EQC payment.	19/08/2013			Grant Shand:- Plaintiffs Challis, Andrea/Kristal Rowe:-McElroys, Defendant	YES	DISCONTINUED 14/05/2014
CIV-2013-409-001398	Ballymoll Limited, Bailey & Phillips v IAG New Zealand Limited	General Proceeding	Commercial building at 203 Durham Street. Claim that building damaged rather than destroyed, and that damage occurring in February, June and December earthquakes are each separate events. Claim for specific sums due under policies.	13/08/2013			Stephen Rennie/Tiresa Brito:- Rhodes & Co, Plaintiffs Geoff Turner/Richard Hargreaves:- Fortune Manning, Defendant	YES	DISCONTINUED 04/11/2015
CIV-2013-409-001396	Ballymoll Limited, Bailey & Phillips v Lumley General Insurance (NZ) Limited	General Proceeding	Commercial building at 39 Walker Street, damaged in February, June and December earthquakes. Building damaged but not irreparable. Insurer contending building in fact "destroyed" in February event. Claim for declaration that building damaged not destroyed, earthquakes each separate events and for specific declarations as to sums liable.	13/08/2013			Stephen Rennie/Tiresa Brito:- Rhodes & Co, Plaintiffs Paul Smith/Rick Hargreaves:- Fortune Manning, Defendant	YES	DISCONTINUED 04/11/2015
CIV-2013-409-001395	McCarthy v Southern Response Earthquake Services Limited	General Proceeding	House at Aorangi Road, Christchurch, alleged to be damaged beyond economic repair in February and June earthquakes. EQC has paid \$154,355. Plaintiff seeking to purchase new house. Alleged cost of rebuilding \$610,908. Defendant insurer offering \$317,047. Claim for declarations and general damages for inconvenience, distress and loss of enjoyment of life.	13/08/2013			Brian Burke:- Harmans, Plaintiff Emily Walton/Alannah Shaw:-Wynn Williams, defendant	YES	DISCONTINUED 12/08/2014

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-409-001394	Bennett v IAG New Zealand	General Proceeding	House on Tama Terrace, Mt Pleasant damaged, but not irreparable. Lantern policy. Claim filed with insurer (said to be up to \$1.25 million), based on four earthquake events. Defendant has asserted maximum sum payable is \$484,706. Alleged breach of claims handling duties under contract of insurance. Declarations and inquiries sought.	13/08/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs Leman, Peter/Cuff, Brad:-DLA Piper, defendant	YES	DISCONTINUED 07/05/2015
CIV-2013-409-001370	Thompson v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	House in Woolston. Damaged in September 10 and February 11 quakes - beyond economic repair. \$918k to rebuild. Seeks cap payment from EQC; balance from insurer + general damages + interest.	7/08/2013			Grant Smith:- Canterbury Legal, Plaintiff Bruce Scott/Natasha Kusel:- Chapman Tripp, First Defendant Emily Walton:-Wynn Williams Second Defendant	YES	DISCONTINUED 03/04/2017
CIV-2013-409-001369	Murray & McFedries v Lumley General Insurance (NZ) Limited	General Proceeding	House in Lyttleton. Damaged in September 10 and February 11 quakes - beyond economic repair. \$866k to rebuild. Paid out by EQC. Seek costs of rebuild less EQC payments from insurer, + general damages + interest.	7/08/2013			Grant Shand:- Plaintiff Andrea Challis/Kristal Rowe:- McElroys, Defendant	YES	DISCONTINUED 23/07/2015
CIV-2013-409-001368	Scott v Southern Response Services Limited	General Proceeding	House in Kaiapoi. Damaged in September 10 quake - beyond economic repair. \$1.6m to rebuild. Seeks cap from EQC and balance from insurer + general damages + interest.	7/08/2013			Grant Shand:- Plaintiff Bruce Scott/Linda Clark:- Chapman Tripp, First Defendant C Richard Johnstone/ Sarah Waggot:- Wynn Williams, Second Defendant	YES	DISCONTINUED 05/01/2016
CIV-2013-409-001367	Kennedy v Earthquake Commission & Southern Response earthquake Services Limited	General Proceeding	House in Mairerhau. Green zone, TC2, yellow. Damaged in September 10, February and December 11 quakes. Plaintiff says beyond economic repair. \$704k to rebuild. Seeks \$273k from EQC. Balance from insurer + general damages + interest.	6/08/2013			Grant Shand:- Plaintiff Bruce Scott/Brendon Orr:- Chapman Tripp, First Defendant Emily Walton/Alannah Shaw:- Wynn Williams, Second Defendant	YES	DISCONTINUED 04/05/2016
CIV-2013-409-001365	Bennett v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	House in Sydenham. Green zone, TC2, yellow. Damaged in September 10 and February 11 quakes. Damaged beyond economic repair. \$815k to rebuild. No payment by EQC. Plaintiff seeks cap payment for each event. Balance from insurer + general damages + interest.	6/08/2013			Grant Shand:- Plaintiff Bruce Scott/Bridgette Martin, Chapman Tripp, First Defendant Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 26/05/2016
CIV-2013-409-001364	O'Rourke & Others v Earthquake Commission, Vero Insurance New Zealand Limited & IAG New Zealand Limited	General Proceeding	House in Wiggins Street. Damaged in September 10, February and June 11 quakes. Beyond economic repair. \$572k to rebuild. Seeks \$340k from first defendant, apportioned as between each event and balance from insurer + additional costs, general damages + interest.	6/08/2013			Grant Shand:- Plaintiff Bruce Scott/Nikolas Bruce-Smith, First Defendant Hamish Evans:- Young Hunter, Second Defendant	YES	DISCONTINUED 20/06/2016
CIV-2013-409-001363	Zygadlo v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	House at South Brighton. Green zone, TC2, yellow. Damaged in September 10 and February 11 quakes - beyond economic repair. \$551k to rebuild. Seeks \$54k for first event and cap amount from EQC for second event. Balance from insurer, + general damages + interest.	6/08/2013			Grant Shand:- Plaintiff Emily Walton:- Wynn Williams, Second Defendant Scott, Bruce/Dixon, Rebekah:-Chapman Tripp, defendant	YES	DISCONTINUED 22/03/2016
CIV-2013-409-001362	Christchurch Concerned Citizens Group v Christchurch City Council	Judicial Review	Judicial review of gravity wastewater system. The third proceeding related to the Bailey Proceeding (CIV-2013-409-1362)	6/08/2013			Clayton Williams:- Patient & Williams, Andrew Bailey, Plaintiff	YES	DISCONTINUED 25/11/2013
CIV-2013-409-001361	Jasper & Carson v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	House in Mairerhau. Green zone, TC3, blue. Damaged in September 10 and February 11 quakes. Plaintiffs say beyond economic repair. To rebuild costs \$1.1m. EQC has paid \$6k. Plaintiffs seek cap amount from EQC, less sum paid; balance from insurer + general damages and interest.	6/08/2013			Grant Shand:- Plaintiff Bruce Scott/Bridgette Martin:- Chapman Tripp, First Defendant Emily Walton/Jonathan Pow:- Wynn Williams, Second Defendant	YES	DISCONTINUED 23/07/2015
CIV-2013-409-001360	East & Taylor v Medical Assurance Society New Zealand Limited	General Proceeding	Residence in Merivale. Policy provides coverage for damage caused by earthquake. No payments by insurer, and insurer says it has right to control rebuild. Plaintiff seeks declaration as to insurers liability. Say insurer must pay cost of reinstatement less EQC cap.	6/08/2013			Stephen Rennie/Ed Bayley:- Rhode & Co, Plaintiff Nick Frith/Andrew Home:- Minter Ellison Rudd Watts, Defendant	YES	JUDGMENT - DEFENDED HEARING (Liability only) 22/12/2014 COURT OF APPEAL MILESTONES: CA60/15 Filed 10/2/15 Allowed 17/6/15
CIV-2013-409-001359	Alp Sports Limited v Lloyds of London Offshore Market Placements Limited	General Proceeding	Building at Southwark Street. Damaged in February quake; destroyed in June quake. Insured for agreed replacement value - \$2.5m. Building demolished. Plaintiff says each quake is a separate event. Insurer has paid \$1.265m, based on market value. Plaintiff says entitled to cost of restoration for first quake; agreed replacement value for second quake. Seeks declarations as to insurers liability.	6/08/2013			Stephen Rennie/Ed Bayley:- Rhode & Co, Plaintiff W Antony Holden:- DAC Beachcroft NZ, Defendant	YES	DISCONTINUED 13/06/2016
CIV-2013-409-001352	Sharma & Camelot Hotel Limited v Square Holdings Limited	General Proceeding	Camelot agreed to purchase business and leasehold interest carried on from a property owned by Square. Square required Sharmas guarantee on assignment of lease. Property damaged in earthquakes. Square has sold or negotiated sale of property to CERA. Sharma seeks order that Square holds property on trust for him. Camelot seeks order that Square purchase its leasehold interest before it settles with CERA. Also seeks order CERA does not deal with Square in respect of its leasehold interest and/or that compensation be paid to it for that interest.	24/07/2013			Dhirendra Singh:- Shen Singh, Plaintiffs Stephen Caradus:- Duncan Cotterill, Defendant	YES	DISCONTINUED 21/03/2016
CIV-2013-409-001342	Coombe Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding	House on Bridle Path Road. Damaged in February 2011 earthquake. Damaged beyond economic repair. Large fissure now running through land. Red zoned for rockfall and life risk. To rebuild would cost \$434k. EQC has paid \$6k and 53k. Plaintiff seeks balance of cap payments from EQC. Seeks balance from insurer.	26/07/2013			Angela Parlane:- Plaintiff Cecily Brick:- Jones Fee Second Defendant Scott, Bruce/Bruce-Smith, Nikolas:- Chapman Tripp, defendant	YES	DISCONTINUED 06/07/2016
CIV-2013-409-001341	Tapper v IAG New Zealand Limited	General Proceeding	Building in Brisbane Street. Damaged in February/June 2011 earthquakes. Plaintiffs currently repairing building. Insurance policy for replacement value - measured by amount required to return building to its pre-loss functionality. Plaintiff says each earthquake a separate loss or event, and amount payable is cost of restoration to pre-loss functionality. IAG has paid \$510 k, based on market value of building. Plaintiff says IAG in breach. Seeks declaration as to IAGs liability.	25/07/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs Rob Collman/Kate Sheehan:- Fortune Manning, First Defendant	YES	DISCONTINUED 27/02/2014
CIV-2013-409-001335	Gray & McMurdo v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	House in St Albans. Green zone, TC3, blue. Damaged in September 10 and February 11 quakes. Apportioned 20% September; 80% February. EQC paid \$1689.86. Plaintiff say damaged beyond economic repair. \$769k to rebuild. Seek statutory caps from EQC. Balance from Southern Response; plus general damages and interest.	23/07/2013			Grant Shand:- Plaintiff Scott, Bruce/Kusel, Natasha:-Chapman Tripp, First Defendant Richard Johnstone/Jonathan Pow:- Wynn Williams, Second Defendant	YES	DISCONTINUED 05/10/2016

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-409-001334	Newmarch v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	House in Edgeware. Green zone, TC3, blue. Damaged in September 10, February 11 and June 11 quakes. Apportioned 21.7% September; 59% February; 19.3% June. No payment by EQC. Plaintiff say \$651k to rebuild. Seeks \$113,850 from EQC for each event; balance from Southern Response, plus general damages and interest.	23/07/2013			Grant Shand:- Plaintiff Bruce Smith/Nikolas Bruce-Smith:- Chapman Tripp, First Defendant Richard Johnstone:- Wynn Williams, Second Defendant	YES	DISCONTINUED 02/07/2015
CIV-2013-409-001333	Bligh v Earthquake Commission & IAG New Zealand Limited	General Proceeding	House in Waddington. Green zone. Damages to 2nd floor and outbuilding in September 10 quake. Plaintiff says rebuild will cost \$963k. Seeks \$113,500 from EQC and general damages and interest. Balance from IAG.	23/07/2013			Grant Shand:- Plaintiff Bruce Scott/Brendon Orr:- Chapman Tripp, First Defendant Paul Smith/Simon Connolly:- Fortune Manning, Second Defendant	YES	JUDGMENT - DEFENDED HEARING 16/08/2018
CIV-2013-409-001332	Jarden v Earthquake Commission & Lumley General Insurance (NZ) Limited	General Proceeding	House in Rolleston. Green zone. Damaged in September 10 and February 11 quakes. Apportioned by EQC - 35% September; 65% February. Plaintiffs say \$1,080,000 to remediate. Seek statutory caps from EQC and balance from Lumley, and general damages and interest.	23/07/2013			Grant Shand:- Plaintiff Bruce Scott/Nikolas Bruce-Smith Chapman Tripp, First Defendant Andrea Challis & Kristal Rowe:- McElroys, Second Defendant	YES	JUDGMENT - DEFENDED HEARING 23/06/2015 COURT OF APPEAL MILESTONES: CA401/15 Filed 21/7/15 Allowed in Part 11/5/16 CA663/16 Filed 20/12/16 Dismissed 7/2/18
CIV-2013-409-001331	Turton v Southern Response Earthquake Services Limited	General Proceeding	House at Parklands. Green zone, TC3, blue. Damaged in September 10 and February 11 quakes. EQC has paid out. Plaintiffs say cost to rebuild \$1.3m. Insurer has offered \$366,000. Plaintiffs seek declaration as to insurers liability, general damages and interest.	23/07/2013			Grant Shand:- Plaintiff Johnstone, C R:-Wynn Williams & Co, defendant	YES	DISCONTINUED 08/06/2015
CIV-2013-409-001330	Betts & Ridden v Southern Response Earthquake Services Limited	General Proceeding	House in Aranui. Green zone, TC3, blue. Damaged in February 11 quake. EQC has paid out. Plaintiffs say costs to rebuild are \$1.79m. Insurer has offered \$237,000, less EQC payout. Plaintiffs seek declaration as to insurers liability and general damages and interest.	23/07/2013			Grant Shand:- Plaintiff Johnstone, C R:-Wynn Williams & Co, defendant	YES	DISCONTINUED 17/11/2016
CIV-2013-409-001329	Lallu & Matau v Southern Response Earthquake Services Limited	General Proceeding	House in Woolston. TC3, blue. Damage in February 11 quake. EQC have paid out. Cost to rebuild - \$1.495m. Defendant has offered \$444,000. Declaration sought as to defendants liability, general damages, interest.	23/07/2013			Grant Shand:- Plaintiff Johnstone, C R/Shaw, Alannah:-Wynn Williams & Co, defendant	YES	DISCONTINUED 14/01/2016
CIV-2013-409-001322	Group McKay Limited v Zurich Australian Insurance Limited	General Proceeding	Commercial building in Sydenham. Damage in September 10, February 11 and June 11 quakes. Plaintiff estimates remedial costs at \$14.7 - 15m. Defendant at \$7.6 - 9.5m. Plaintiff seeks damages for costs of reinstating plus interest and for loss of rental income, plus exemplary damages and interest.	19/07/2013			Emily Walton:- Wynn Williams, Plaintiff W Antony Holden: DAC Beachcroft, Defendant	YES	DISCONTINUED 27/01/2014
CIV-2013-409-001321	Bal & Service Foods Limited, Auckland Balars Global Food Warehouse Limited v Lloyds of London Offshore Market Placements Limited	General Proceeding	Buildings in Montreal, Walker, and Cumnor Terrace. Damaged in September 10 and February, April, June and December 11 quakes. Plaintiff says building damaged and that each quake was a separate event. Alternatively, if building destroyed, entitled to replacement value. Say they are entitled to \$18.8m. Insurer has paid \$3.7m - being market value. Plaintiff seeks declaration as to insurers liability	19/07/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs W Antony Holden:- DAC Beachcroft New Zealand,	YES	DISCONTINUED 02/07/2015
CIV-2013-409-001316	Reay v Institution of Professional Engineers New Zealand	General Proceeding	This case raises the question of the ability of the Institution of Professional Engineers to discipline Dr Reay in respect of the power of IPENZ to subject Dr Reay to a disciplinary process under its rules respect of the CTV Buildings and its collapse	18/07/2013			Willie Palmer:- Buddle Findlay, Plaintiff Pheroze Jagose/Jeremy Upson:- Chapman Tripp, Defendant	YES	DISCONTINUED 16/04/2014
CIV-2013-409-001313	Law v Earthquake Commission & Tower Insurance Limited	General Proceeding	Property in Hammerton Lane. In red zone. Section 124 notice. Damaged in September 10, February 11, June 11 and December 11 quakes. Plaintiff says house is "physically lost"? EQC has apportioned September 10 and February 11 quakes only. Plaintiff says EQC has failed to take into account fact house not capable of repair. Seeks declaration EQC liable up to statutory caps; also damages and interest. Seeks declaration against Tower for balance up to full replacement value, damages and interest.	17/07/2013			Andrew Marsh/Tyler Brown:- Saunders Robinson Brown:- Plaintiff Bruce Scott/Armando Neris:- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 08/12/2015
CIV-2013-409-001312	McBriony Thomas Limited v IAG New Zealand Limited	General Proceeding	Building in Barrington. Defendant admits cover. Plaintiff says policy provided replacement cover. Has provided certificate. Defendant refusing to settle claim. Declaration sought as to available cover.	17/07/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs Grant Macdonald/Anna McElhinney:- DLA Piper, Defendant	YES	DISCONTINUED 17/12/2013
CIV-2013-409-001311	Doig v Vero Insurance New Zealand Limited	General Proceeding	House at Redcliffs. Defendant admits it covered damage and that house can be repaired. Defendant has not scoped repairs. Declarations sought as to available cover and inquiry into damages.	17/07/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs Greg Jones:- Jones Fee, Defendant	YES	DISCONTINUED 02/09/2014
CIV-2013-409-001310	Mariott v Vero Insurance New Zealand Limited	General Proceeding	Commercial buildings in Watham. Damaged in September 2010 and February and June 2011 earthquakes. Defendant admits cover. Plaintiff says each earthquake a separate occurrence. Says it is entitled to replacement cover. Defendant says it is only obliged to pay market value indemnity. Declarations sought that buildings were damaged, not destroyed, that earthquakes were separate occurrences, and as to available cover.	17/07/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs Peter Hunt/Phillip McKinnon:- McElroys, Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 26/11/2013 COURT OF APPEAL MILESTONES: CA881/13 Filed 24/12/13 Allowed in Part 10/9/14 Cross Appeal Filed 23/1/14 Partially Granted 10/9/14
CIV-2013-409-001309	Hammett v New Zealand Insurance Limited & Vero Insurance New Zealand Limited	General Proceeding	House in Mairehau, category 2 heritage house. Both defendants insured house. They admit cover for earthquake damages, except as limited by policy. Plaintiff says replacement cover. Defendants have not paid in full, and have not investigated or assessed claim. Declarations sought as to basis of settlement under the policy. Also enquiry into amount due under the policy.	17/07/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs Grant Macdonald/Anna McElhinney:- DLA Piper, Defendant	YES	DISCONTINUED 05/02/2014
CIV-2013-409-001302	Ramage v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	House in North New Brighton. Green zone, category 3, blue. Insured for sudden accidental loss. Loss suffered in February 2011 quake. Plaintiff says rebuild cover. Cost to rebuild \$79k. EQC has not paid out. Seeking \$114k from EQC and general damages and interest. Insurer has not made payment. Seeking \$677k from insurer and general damages and interest.	15/07/2013			Grant Shand:- Plaintiff John Knight/Nikolas Bruce-Smith:- Chapman Tripp, First Defendant Grant/MacDonald/Anna McElhinney:- DLA Piper, Second Defendant	YES	DISCONTINUED 05/05/2016
CIV-2013-409-001300	Taylor v IAG New Zealand Limited	General Proceeding	House in Aranui. Green zone, category 3, blue. Insured for sudden accidental loss. Loss suffered in September 2010 and February 2011 quakes. EQC has paid out. Plaintiff says replacement cover. Rebuild estimated at \$941k. IAG has offered \$240k, less EQC payments. Claim for \$827k, general damages, plus interest.	15/07/2013			Grant Shand:- Plaintiff /Simon Waalkens:- DLA Piper, Defendant	YES	DISCONTINUED 13/01/2014

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CIV-2013-409-001299	Maclean v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	House in Somerfield. Green zone, category 2, yellow. Insured for sudden accidental loss. Loss suffered in February 2011 quake. Cost to rebuild \$850k. EQC has not paid out. Seeking \$114k from EQC + general damages + interest. Insurer has not paid out. Seeking \$734k from insurer + general damages + interest.	15/07/2013			Grant Shand:- Plaintiff John Knight/Natasha Kusel Chapman Tripp, First Defendant Grant MacDonald/Anna McElhinney:- DLA Piper, Second Defendant	YES	DISCONTINUED 19/04/2016
CIV-2013-409-001291	Sydenham Recycling Limited v IAG New Zealand Limited	General Proceeding	Business interruption claim, cost of temporary relocation. Issue not liability but satisfaction of liability - need for temporary relocation or not - quantum.	5/07/2013			Andrew Hooker:- Shine Lawyers, Plaintiff Chris Hlavac:-Young Hunter, Defendant	YES	JUDGMENT - DEFENDED HEARING 20/12/2013
CIV-2013-409-001289	Stevens & Gibson v New Zealand Insurance Limited	General Proceeding	Earthquake damage - policy issue indemnity or restoration, or maximum sum for each event.	3/07/2013			Stephen Rennie/Ed Bayley:- Rhodes & Co, Plaintiffs Rob Coltman/Kate Sheehan:- Fortune Manning, Defendant	YES	DISCONTINUED 21/09/2015
CIV-2013-409-001288	Bass & Thrower v Christchurch City Council, Robertson, Jacobson & Southern Response Earthquake Services Limited	General Proceeding	Leaky home defects/earthquake damage. Leaky home claim against Council and developer. Earthquake damage against Southern Response. Core issue repair or rebuild. The core issue (likely to be resolved by experts). Suggest at first conference experts meet to try and resolve that difference.	8/07/2013			Duncan Webb:- Lane Neave, Plaintiff Charlotta Harpur:-Heaney & Co, deft, Vivienne Heward/ Nicholas Soper:-Anderson Lloyd, Second Defendant Willie Hamilton/Helen Smith:- Duncan Cotterill, 3rd deft Peter Leman/Shane Swinerd:- DLA Piper, Fourth Defendant	YES	DISCONTINUED 26/08/2015
CIV-2013-409-001287	Aitchison v AA Insurance Limited	General Proceeding	Residential property. CCC section 124 notice. Government red zone. Insurer offers to indemnify but not replace. Plaintiffs claim total loss, repair impractical. Plaintiffs seek costs to reinstate less EQC payment.	9/07/2013			Grant Shand:- Plaintiff Cecily Brick:- Jones Fee, Defendant	YES	DISCONTINUED 14/11/2013
CIV-2013-409-001286	Risdon v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Residence policy. Green zone T2, yellow. Policy acquired by assignment after earthquake. No payment by EQC. Payments sought for September 2010 , February 2011 and June 2011 quakes. Plaintiff assignee of original properties. No offer by insurers. No payment from second defendant. Plaintiff seeks rebuild costs against second defendant. Plaintiff seeks rebuild costs against second defendant.	9/07/2013			Grant Shand:- Plaintiff John Knight/Bridgette Martin:- Chapman Tripp, First Defendant Grant MacDonald/Anna McElhinney:- Second Defendant	YES	DISCONTINUED 22/10/2015
CIV-2013-409-001285	Leadbetter & van Schreven v Vero Insurance New Zealand Limited	General Proceeding	Residential property Maxi Plan home policy. CCC notice under S124 - dangerous building no entry. Red zoned by Government. Allege total loss. Vero offering to indemnify on basis of costs to repair, not reinstatement. Declaration seeking finding of liability by Vero to pay costs to reinstate less EQC payments.	9/07/2013			Grant Shand:- Plaintiff Cecily Brick:- Jones Fee, Defendant	YES	DISCONTINUED 19/02/2015
CIV-2013-409-001275	Garland & Thomson v Earthquake Commission & Southern Earthquake Services Limited	General Proceeding	New Brighton home, TC3, damaged Sept (10%) and Feb (90%) (EQC figures). Said to be beyond economic repair. Claimed cost to rebuild on site 1.8m. Plaintiffs seek two cap payments from EQC, balance from insurer.	3/07/2013			Grant Shand:- Plaintiff John Knight/Bridgette Martin Chapman Tripp, First Defendant Richard Johnstone/ Jonathan Pow:- Wynn Williams, Second Defendant	YES	DISCONTINUED 04/07/2016
CIV-2013-409-001274	Landson Properties Limited v Earthquake Commission & Southern Response Earthquake Services	General Proceeding	Two homes, at Papuan (TC2) and Parklands (TC3). Both insured under rental house premier policy. EQC has made two payments (one at cap) for first house, none for second. Both houses said to be beyond economic repair. Claims for 805k and 1.5m to rebuild on site. Claim against EQC 28k and 227k, balance from insurer.	3/07/2013			Grant Shand:- Plaintiff John Knight/Bridgette Martin:- Chapman Tripp, First Defendant	YES	DISCONTINUED 11/11/2015
CIV-2013-409-001273	C & S Kelly Properties Limited v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Burwood home, TC3. Damaged Sept (12%) and Feb (88%) (apportionments are EQCs). Said to be beyond economic repair. Claim for two cap payments from EQC on basis rebuild costs are 1.044m.	3/07/2013			Grant Shand:- Plaintiff John Knight/Bridgette Martin:- Chapman Tripp, First Defendant Richard Johnstone/ Alannah Shaw:- Wynn Williams, Second Defendant	YES	JUDGMENT - DEFENDED HEARING 22/07/2015
CIV-2013-409-001272	Teirney v Earthquake Commission & Vero Insurance NZ Limited	General Proceeding	Coalgate property, damaged in Sept. EQC said to have made no payments. House said to be damaged beyond economic repair. Claim for 658k to rebuild on site. One cap payment claimed from EQC, balance from Vero.	3/07/2013			Grant Shand:- Plaintiff John Knight/Brendon Orr:- Chapman Tripp, First Defendant Greg Jones:- Jones Fee, Second Defendant	YES	DISCONTINUED 12/08/2015
CIV-2013-409-001271	Shannon v Southern Response Earthquake Limited	General Proceeding	Avondale property, TC3, damaged Sept and Feb. EQC has paid 116k. Said to be damaged beyond economic repair. Claim for 1.15m to rebuild on site. Insurer said to have offered 220k less EQC as rebuild cost.	3/07/2013			Grant Shand:- Plaintiff Richard Johnstone/ Alannah Shaw:- Wynn Williams, Defendant	YES	DISCONTINUED 25/08/2015
CIV-2013-409-001270	Darryl Leeson v Southern Response Earthquake Services Limited	General Proceeding	Parklands property, TC2, damaged Sept, Feb, June. EQC paid 210k. Said to be damaged beyond economic repair. Claim for 2.2m to rebuild on site. Plaintiffs seek that sum to buy another house. Insurer has offered 814k for that purpose.	3/07/2013			Grant Shand:- Plaintiff Peter Leman DLA Piper, Andrew Ritchies Saunders & Co, Defendant	YES	DISCONTINUED 31/03/2015
CIV-2013-409-001268	Leeson v Southern Response Earthquake Services Limited	General Proceeding	Parklands property, TC3, damaged Sept, Feb, June. EQC paid \$113,500 (one claim at cap?). Said to be damaged beyond economic repair. Plaintiffs say 969k to rebuild on site. Plaintiffs want that sum to buy another house. Insurer has offered 282k for that purpose.	3/07/2013			Grant Shand:- Plaintiff Peter Leman DLA Piper, Andrew Ritchies Saunders & Co, Defendant	YES	DISCONTINUED 31/03/2015
CIV-2013-409-001258	Bendall v The Christchurch City Council	Judicial Review	Judicial Review of sewerage reconstruction, related by different from the original Bailey proceeding (CIV-2013-409-1178)	27/06/2013			Clayton Williams:- Patient & Williams, Andrew Bailey, Plaintiff	YES	DISCONTINUED 25/11/2013
CIV-2013-409-001255	OBE Insurance (International) Limited v ZNZ Foods Limited & Khan	General Proceeding	Claim for repayment of insurance monies paid under business interruption cover.	25/06/2013			Pauline Barratt:- Jones Fee, Plaintiff Peter Lindstrom/Phillip Drummond:- Taranua Law, Defendants	YES	JUDGMENT - BY CONSENT 11/03/2014
CIV-2013-409-001247	Benns v IAG New Zealand Limited	General Proceeding	Avonside home. Insurer is said to have assessed it as a total loss after Feb quake, but refused to pay rebuild cost 680k less EQC payments.	24/06/2013			Andrew Hooker:- Shine Lawyers, Plaintiff Rob Coltman/Kate Sheehan Fortune Manning, Defendant	YES	DISCONTINUED 17/12/2013
CIV-2013-409-001246	Ward v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	St Albans house, damaged in Sept and Feb, said to be beyond economic repair. Plaintiffs adopt EQC apportionment 80% to second quake. Claim for two cap payments from EQC, balance of rebuild costs \$1.9m from insurer.	24/06/2013			Grant Shand:- Plaintiff John Knight/Natasha Kusel:- Chapman Tripp, First Defendant Richard Johnstone/Sarah Waggot:- Wynn Williams, Second Defendant	YES	DISCONTINUED 11/03/2016

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-409-001245	van Limburg v Tower Insurance Limited	General Proceeding	Woolston house, damaged in Feb. Land TC3. House said to be beyond economic repair. Claim that EQC must pay to cap but has failed to do so, and that Tower must pay the balance of total reinstatement cost of 537k.	24/06/2013			Grant Shand:- Plaintiff John Knight/Natasha Kusel:- Chapman Tripp, First Defendant Matthew Harris:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 18/04/2016 COURT OF APPEAL MILESTONES: CA708/14 (Costs) Filed 4/12/14 Dismissed 4/5/15 Cross Appeal Filed 23/12/14 Dismissed 4/5/15
CIV-2013-409-001244	Bull v IAG New Zealand Limited	General Proceeding	Waltham house, damaged in Sept and Feb, said to be beyond economic repair. Claim for rebuild costs \$1.5m. Insurer has offered 290k for repairs.	24/06/2013			Grant Shand:- Plaintiff Peter/Leman/Emma Gabor:- DLA Piper, Defendant	YES	DISCONTINUED 09/06/2015
CIV-2013-409-001242	Clark & Folmer v IAG New Zealand Limited	General Proceeding	Mt Pleasant property, said to have been damaged beyond economic repair in Sept. Claim for \$1.2m rebuild on site. Insurer has offered 172k for repairs.	24/06/2013			Grant Shand:- Plaintiff Hamish Evans:- Young Hunter, Defendant	YES	DISCONTINUED 13/06/2014
CIV-2013-409-001241	Edwards & Hannigan v Earthquake Commission & AA Insurance Limited	General Proceeding	Linwood house, damaged Sept and Feb, said to be beyond economic repair. Rebuild costs claimed 650k. Plaintiffs adopt EQC apportionment 73% to second quake. Claim for two cap payments from EQC, balance from insurer.	24/06/2013			Grant Shand:- Plaintiff John Knight/Natasha Kusel Chapman Tripp, First Defendant Andrea Challis & Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 28/07/2016
CIV-2013-409-001240	Robinson v Earthquake Commission & Lumley General Insurance (N.Z) Limited	General Proceeding	Mairehau home, damaged in Sept and Feb, said to require repairs costing 844k, plaintiffs adopt EQC apportionment of 80% to second quake. Claim for two cap payments from EQC, balance from insurer.	24/06/2013			Grant Shand:- Plaintiff John Knight/Brendon Orr:- Chapman Tripp, First Defendant	YES	DISCONTINUED 19/11/2015
CIV-2013-409-001239	Mitchell v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Cashmere home, damaged in Sept and Feb. Said to be beyond economic repair. Land TC2. EQC apportioned 73% to second quake, which plaintiffs adopt. Claim for two cap payments from EQC, balance from insurer. Rebuild cost claimed \$1.1m.	24/06/2013			Grant Shand:- Plaintiff John Knight/Natasha Kusel Chapman Tripp, First Defendant Richard Johnstone/Sarah Waggot:- Wynn Williams, Second Defendant	YES	DISCONTINUED 29/02/2016
CIV-2013-409-001235	Holmeslee Enterprises Ltd v IAG New Zealand Limited	General Proceeding	Ashburton property damaged in Sept and Feb. Policy renewed between quakes, building demolished after the second. Claim for 626k repairs for first event, \$1.06m for second, less certain sums paid. See Ridgcrest.	21/06/2013			M Wolff/M Josephson:- Grimshaw & Co, Plaintiff Grant Macdonald/Nichola Reid:- DLA Piper	YES	DISCONTINUED 07/11/2014
CIV-2013-409-001232	McKenzie and Willis Property Limited v New Zealand Insurance Limited	General Proceeding	Four building at Tuam and St Asp Sts, formerly operated as a furniture and interior design business including associated warehouse and despatch. Specified sums insured. Said to have been damaged Sept and Feb, after which buildings demolished. Policy renewed Oct 2010. Whether all buildings covered for "functional replacement". Meaning of that term. Claim that insurer must pay to repair and strengthen after first quake, and rebuild after second. Plaintiff says claim not settled within reasonable time.	20/06/2013			Stephanie Grieve:- Duncan Cotterill, Tom Weston QC Plaintiff Peter Leman/Brad Cuff DLA Piper, Defendant	YES	DISCONTINUED 10/10/2014
CIV-2013-409-001226	Peddie v Southern Response Earthquake Services Limited	General Proceeding	Papuan Rd house, damaged Sept and Feb. Plaintiffs say insurer elected to cash settle for repairs 501k and agreement was reached on 19 March 2012, but insurer has reneged following a joint review with EQC. EQC has paid 152k. Claim is in debt. NB may not require that parties attend first issues conference, but keydocs bundle should include all docs evidencing alleged agreement.	12/06/2013			Owen Paulsen:- Cavell Leitch, Plaintiff Richard Johnstone:- Wynn Williams, Defendant	YES	DISCONTINUED 11/11/2013
CIV-2013-409-001214	Smith, Cox, Onderwater & Midgley v QBE Insurance (International) Limited	General Proceeding	Ernst and Young House, 227 Cambridge St. Policy renewed 1 Nov 2010 with sun insured \$13.6m. Alleged error in policy when renewed; it did not include "undamaged foundations" extension. Damaged in Feb quake. Repairs said to cost \$11m plus substantial contingencies which include releveing at a cost of \$2.7m. Below ground works must be completed successfully before repairs can proceed. Plaintiffs plead that the building is a constructive total loss. Insurer has not accepted this. Further, building is in "North Frame" and will be compulsorily acquired. Plaintiffs say the quake was the proximate cause of the compulsory acquisition; further, that it is Government action to control loss or damage, and so covered. Insurer has paid indemnity value by reference to market value, but plaintiffs plead that it did not establish that value and pay within a reasonable time.	14/06/2013			Lindsay Lloyd:- MDS Law Paul Michalik, Plaintiffs Craig Langstone:- Jones Fee, Defendant	YES	DISCONTINUED 03/06/2014
CIV-2013-409-001211	Trumm & Bassett v IAG New Zealand Limited	General Proceeding	Rapaki Rd home damaged in 3 quakes. Policy renewed 1 December 2010. Claim for repairs for first quake, sum insured of 329k for second quake, cost of repairs for third quake. IAG has paid 214k for all quakes. 307k claimed.	12/06/2013			Owen Paulsen:- Cavell Leitch, Plaintiff Ross Armstrong:- Young Hunter, Defendant	YES	DISCONTINUED 20/06/2014
CIV-2013-409-001203	Hale v Lumley General Insurance (NZ) Limited	General Proceeding	Cashmere home, damaged in Sept and Feb. Property has slumped and moved laterally. Plaintiffs say that insurer has not yet advised whether the property can be repaired or must, having regard to ground conditions, be rebuilt. Claim that house is not repairable, and that insurer has breached obligation to take all reasonable steps to investigate and assess and provide a fair settlement without delay.	5/06/2013			Emily Walton & Sarah Waggot, Wynn Williams:- Plaintiff Andrea Challis/Kristal Rowe:- McElroys, Defendant	YES	DISCONTINUED 17/10/2013
CIV-2013-409-001202	Keating v Southern Response Earthquake Services Limited	General Proceeding	Somerfield home damaged in September and February 2011 quakes. Plaintiffs claim 700k to rebuild, saying house is unrepairable. Insurer has offered 224kk for repairs.	4/06/2013			Andrew Hooker:- Shine Lawyers, Plaintiff Richard Johnstone/Alannah Shaw, Defendant	YES	DISCONTINUED 22/07/2015
CIV-2013-409-001185	New Zealand Trustee Services Ltd & O'Neill v AA Insurance Limited	General Proceeding	Mairehau property, TC2. Damage said to occur in Sept and Feb. EQC said to have accepted liability for 120k, with 115k of that said to be due to second event. AA said to deny that cost of repair exceeds EQC cap. Claim for rebuild costs \$1.3m.	4/06/2013			Grant Shand:- Plaintiff Peter Hunt/Kristal Rowe:- McElroys, Defendant	YES	DISCONTINUED 19/02/2014
CIV-2013-409-001184	Canterbury Trustees (2006) Ltd & Page v Earthquake Commission & Tower Insurance Limited	General Proceeding	House at Spreydon, damaged Sept and Feb. Each apportions 13.32% and 86.68%. Repairs said to cost 927k. EQC said to be liable to pay in full for each event, but has not paid. Tower said to be liable to pay the balance to repair or replace.	4/06/2013			Grant Shand:- Plaintiff John Knight/Nikolas Bruce-Smith:- Chapman Tripp First Defendant	YES	DISCONTINUED 02/06/2015
CIV-2013-409-001178	Bailey v The Christchurch City Council	Judicial Review	Richmond property formerly serviced by gravity wastewater system. Council has decided to replace it with a pressure system, installing a tank and pump and associated alarm on the property. Plaintiff claims this will damage the property and expose him to the risk of having to pay for the electricity in future. Alleges failure to consult, mistaken interpretation of s 181 Local Govt Act 2002, Wednesbury unreasonableness, failure to convene a statutory objection hearing.	5/06/2013			Richard Maze:- Plaintiff John Shackleton:- Simpson Grierson, Defendant	YES	JUDGMENT - DEFENDED HEARING 02/08/2013 COURT OF APPEAL MILESTONES: CA578/13 Filed 30/8/13 Abandoned 13/9/13

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CIV-2013-409-001055	Wall v Tower Insurance Ltd	General Proceeding	Central city house, TC3, damaged Sept and Feb. EQC paid 226k. Said to be damaged beyond repair, rebuild costs \$1.7m. Claim that indemnity value = replacement value because of restoration/maintenance work. Tower has offered 350k replacement cost, less 160k for depreciation and deferred maintenance.	23/05/2013			Grant Shand:- Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 09/12/2013
CIV-2013-409-001054	Ross & Johnstone v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding	Mairehau property, TC2. Damage (with EQC apportionment) said to occur in Sept (2%), Feb (98%), June. EQC has paid 3k and 90k. Plaintiff says house is damaged beyond economic repair and will cost 623k to rebuild on site, Claim 34k from EQC, balance from Southern Response.	22/05/2013			Grant Shand:- Plaintiff John Knight/Nikolas Bruce-Smith:- Chapman Tripp, First Defendant Shane Swinerd:- DLA Piper, Second Defendant	YES	DISCONTINUED 10/02/2016
CIV-2013-409-001052	Lowe v Earthquake Commission & AA Insurance limited	General Proceeding	New Brighton home, TC2. Damaged in Sept and Feb. EQC apportionment 4% and 96%. It is said that house is damaged beyond economic repair and will cost 417k to rebuild. Claim against EQC 130k, balance claimed from AA.	22/05/2013			Grant Shand:- Plaintiff John Knight/Nikolas Bruce-Smith:- Chapman Tripp, First Defendant Greg Jones/Sam Learmonth:- Jones Fee Second Defendant	YES	DISCONTINUED 23/06/2014
CIV-2013-409-000990	Kraal & Irvine v Earthquake Commission & Allianz NZ Limited	General Proceeding	Summer property damaged in February and June. Redzoned and subject to s 124 Building Act notice (rockfall risk from proximity to cliff face). EQC is said to have apportioned loss entirely to Feb and has paid 54k. Replacement cost said to be not less than 550k. Plaintiffs say EQC must pay up to cap for each event. Balance claimed from Allianz. Raises s 124 notice issue; alternatively, declaration that scope of repairs include protection works to remove rockfall risk.	20/05/2013			Richard Johnstone:- Wynn Williams, Plaintiffs John Knight/Nikolas Bruce-Smith, First Defendant Kathryn Pengelly:- DLA Piper, Second Defendant	YES	JUDGMENT - DEFENDED HEARING 30/04/2014 COURT OF APPEAL MILESTONES: CA281/14 Filed 28/5/14 Dismissed 13/2/15
CIV-2013-409-000989	Sisson v IAG New Zealand Limited	General Proceeding	Colombo St home, damaged in Sept and Feb. Policy renewed between quakes but damage from Sept quake not repaired. Sum insured 1.3m. It is said that it insurer must pay 465k for repair Sept damage and house was rendered a total loss in Feb. Insurer has paid indemnity value for Feb less EQC, so claim for that event is 473k. (Total rebuild cost said to be more than 1.8m.) See Ridgecrest.	15/05/2013			Grant Shand:- Plaintiff Rob Colman/Kate Sheehan:- Fortune Manning, Defendant	YES	STRUCK OUT 10/08/2015
CIV-2013-409-000988	McCrystall v Earthquake Commission & Southern Response Earthquake Service Limited	General Proceeding	Russley home damaged in Sept and Feb. EQC has apportioned 19% and 81%. Repair cost said to be 657k. Claim against EQC 113k per event, balance claimed from Southern Response. It is said that both defendants have refused to pay.	15/05/2013			Grant Shand:- Plaintiff John Knight/Nikolas Bruce-Smith, Chapman Tripp, First Defendant Emma Gabor:- DLA Piper Second Defendant	YES	DISCONTINUED 13/11/2014
CIV-2013-409-000987	Ryde v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Wainoni home on TC3 land. EQC has apportioned damage as 17% (Sept), 64% (Feb), 18% (June). Plaintiff says repair costs 534k and EQC must pay 89k, 338k, and 96k. It is said that both EQC and IAG have refused to pay anything.	15/05/2013			Grant Shand:- Plaintiff John Knight/Nikolas Bruce-Smith:- Chapman Tripp First Defendant Peter Leman/Shane Swinerd:- DLA Piper, Second Defendant	YES	DISCONTINUED 04/02/2015 COURT OF APPEAL MILESTONES: CA709/14 (Costs) Filed 4/12/14 Dismissed 4/5/15 Cross Appeal Filed 23/12/14 Dismissed 4/5/15
CIV-2013-409-000898	Maxims Fashions Limited v QBE Insurance (International) Limited	General Proceeding	Commercial Building at Oxford Tce, damaged in three quakes. Replacement policy, renewed once in this period. Plaintiff claims loss for each event, on the basis the building was damaged but not destroyed. QBE has paid indemnity (market) value \$1.6m. See Ridgecrest.	3/05/2013			Stephen Rennie:- Rhodes & Co, Plaintiff Frank Rose:- Keegan Alexander Michael Ring QC, Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 23/10/2013 COURT OF APPEAL MILESTONES: CA776/13 Filed 15/11/13 Allowed in Part 10/9/14 Cross Appeal Filed 27/11/13 Partially Granted 10/9/14
CIV-2013-409-000896	Avondale Golf Club v Lumley General Insurance (NZ) Limited	General Proceeding	Club buildings said to have been damaged in 5 quakes from Sept 10 to Dec 11, policy renewed 26/3/11. Sum insured \$2m. Buildings said to be damaged but not destroyed. Insurer has allegedly refused to pay unless plaintiff agrees buildings were destroyed and accepts indemnity value and signs full release. See Ridgecrest.	3/05/2013			Stephen Rennie:- Rhodes & Co, Plaintiff Craig Langstone:- Jones Fee, Defendant	YES	DISCONTINUED 03/08/2015
CIV-2013-409-000844	Islington Park Limited v ACE Insurance Limited, IAG New Zealand Ltd, QBE Insurance Ltd, The New India Assurance Co Ltd.	General Proceeding	Claim under material damage policy for freezing works. Plaintiff says agreed value \$9m is payable because quake damage exceeds 80% of that sum. Alleges defendant insurers have failed to pay.	1/05/2013			David Heaney:- Heaney & Co, Plaintiff Grant MacDonald/Misha Henaghan:- DLA Piper, Defendants	YES	JUDGMENT - PRELIMINARY QUESTION 12/11/2013 COURT OF APPEAL MILESTONES: CA828/13 Filed 10/12/13 Dismissed 10/9/14
CIV-2013-409-000843	Quake Outcasts v The Minister for Canterbury Earthquake Recovery & Chief Executive, CERA	Judicial Review	Judicial review application. Plaintiffs are a collection of landowners. Challenges the creation of red zones as unlawful under CERA Act and the "discounted" offers for vacant/uninsured land as inconsistent with CERA Act provisions, discriminatory and unfair. See Fowler Developments.	1/05/2013			Grant Cameron:- GCA Lawyers Plaintiff Peter McCarthy:- Crown Law David Goddard QC, Defendants	YES	JUDGMENT - DEFENDED HEARING 26/08/2013 COURT OF APPEAL MILESTONES: CA571/13 Filed 30/8/13 Allowed in Part 3/12/13
CIV-2013-409-000842	Henderson v Lumley General Insurance (N.Z.) Limited	General Proceeding	Dallington property, redzoned. Plaintiffs say house is a writeoff for that reason under the policy, and because it is not economically repairable. Alleges plaintiffs have option to rebuild. Claim for \$1.2m. Alleges insurer has not offered to settle.	1/05/2013			Grant Shand:- Plaintiff Andrea Challis & Kristal Rowe:- McElroys, Defendant	YES	DISCONTINUED 23/07/2015
CIV-2013-409-000840	ORourke & Others v Earthquake Commission & Vero Insurance	General Proceeding	Home at Wiggins St, said to be damaged beyond economic repair in Sept, Feb and June quakes. EQC is said to be liable to pay at least 115k but has refused to pay. Vero is said to be liable for the balance. Total loss said to be 522k.	30/04/2013			Grant Shand:- Plaintiff John Knight & Nikolas Bruce-Smith:- Chapman Tripp, First Defendant Hamish Evans:- Young Hunter Second Defendants	YES	DISCONTINUED 09/03/2016

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CIV-2013-409-000839	Domenico Trustee Limited v Tower Insurance Ltd	General Proceeding	Aranui house, said to be damaged beyond economic repair. Loss said to be 842k. EQC has paid 132k. Deft has offered 121k.	30/04/2013			Grant Shand:- Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 08/05/2015 COURT OF APPEAL MILESTONES: CA303/15 Filed 28/5/15 Allowed 13/8/15 Cross Appeal Filed 12/6/15 Dismissed 13/8/15
CIV-2013-409-000838	Small v Earthquake Commission & Lumley General Insurance (NZ) Ltd.	General Proceeding	New Brighton house said to be damaged beyond economic repair in Sept (80%) and Feb (20%). Loss said to be 495k. EQC said to have refused to pay. Its liability is said to be 212k. Lumley is said to be liable for the balance.	30/04/2013			Grant Shand:- Plaintiffs John Knight & Nikolas Bruce-Smith:- Chapman Tripp, First Defendant Andrea Challis & Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 09/11/2015
CIV-2013-409-000802	Unwin & Anor v New Zealand Insurance Limited	General Proceeding	Commercial/industrial property at Woolston, damaged in Sept and Feb. Policy renewed in December 2010. Said to have been damaged but repairable at a cost of \$2.1m in Sept. No actual repairs done. Said to be substantially in need of replacement in Feb at a cost of \$7m. Policy limit of renewed policy approx \$3.5m. Insurer said to take the stance that liability is capped at policy limit. See Ridgecrest.	22/04/2013			Stephanie Grieve:- Duncan Cotterill, Plaintiff Paul Smith:- Fortune Manning, Defendant	YES	DISCONTINUED 13/12/2013
CIV-2013-409-000792	Morrison & Cross v Vero Insurance NZ Ltd	General Proceeding	Commercial property at Heathcote, said to be repairable. Claims for damages in four quakes. Plaintiff says policy automatically reinstated after each event. Plaintiff does not claim that building was in fact repaired after each quake. Vero says it need pay only market or indemnity value. It has paid \$1.59m. Plaintiff claims \$13m. See Ridgecrest. Summary judgment sought for declarations as to liability.	24/04/2013			Stephen Rennie:- Rhodes & Co, Plaintiff Peter Hunt/Phillip McKinnon:- McElroys, Defendant	YES	JUDGMENT - DEFENDED HEARING (Liability only) 15/12/2014 COURT OF APPEAL MILESTONES: CA609/14 Filed 23/10/14 Allowed in Part 16/6/15 CA46/15 Filed 3/2/15 Abandoned 5/5/15
CIV-2013-409-000758	Wild South Holdings Limited v QBE Insurance Limited	General Proceeding	Commercial property, said to be repairable. Claims for damages in four quakes. Plaintiff says policy automatically reinstated after each event. Plaintiff does not claim that building was in fact repaired after each quake. QBE says it need pay only market or indemnity value. It has paid \$1.3m. See Ridgecrest. Summary judgment sought for declarations as to liability.	17/04/2013			Stephen Rennie:- Rhodes & Co, Plaintiff Frank Rose:- Keegan Alexander Michael Ring QC, Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 23/10/2013 COURT OF APPEAL MILESTONES: CA776/13 Filed 15/11/13 Allowed in Part 10/9/14 Cross Appeal Filed 28/11/13 Partially Granted 10/9/14
CIV-2013-409-000591	Horsburgh v IAG New Zealand Limited	General Proceeding	Avondale house, said to be damaged beyond economic repair in Sept, Feb and June. Redzoned. Claim for rebuild costs 754k. Deft said to have offered repair costs 225k less EQC.	25/03/2013			Grant Shand:- Plaintiff Kate Sheehan:- Fortune Manning, Defendant	YES	DISCONTINUED 05/09/2013
CIV-2013-409-000589	Cross v Tower Insurance Limited	General Proceeding	New Brighton property, said to have been damaged beyond economic repair in Sept, Feb, June. Red zoned, sold to CERA. Rebuild cost 663k claimed. Quantity surveyors to agree scope. Repair or rebuild cost may exceed buy another home option; see Skyward.	25/03/2013			Grant Shand:- Plaintiff Marin Smith:- Gilbert/Walker, Defendant	YES	DISCONTINUED 28/10/2015
CIV-2013-409-000588	Archer v IAG New Zealand Limited	General Proceeding	St Martins property, said to have been damaged beyond economic repair in Sept and Feb. Rebuild cost 413k claimed. Deft said to have offered nothing for repair or rebuild. EQC has paid \$2,652.32, assessed as under cap in four events, may be joined. Potential issue whether insurers liability to lift house for flood zone compliance depends on existing use rights.	22/05/2013			Grant Shand:- Plaintiffs Paul Smith/Myriam Mitchell:- Fortune Manning, First Defendant	YES	DISCONTINUED 09/09/2015
CIV-2013-409-000587	Dietsche v AA Insurance Limited	General Proceeding	Lyttleton property, said to have been damaged beyond economic repair in Feb and June. Rebuild cost 527k claimed. Deft has offered estimated repair costs 286k. Issue whether repair strategy (lifting) reflects access difficulties.	22/03/2013			Grant Shand :- Plaintiffs Greg Jones:- Jones Fee, Defendant	YES	DISCONTINUED 09/12/2015
CIV-2013-409-000586	Rout v Southern Response Earthquake Services Limited	General Proceeding	Brooklands property, said to have been damaged beyond economic repair in Sept, Feb, June. Red zoned. Rebuild costs 874k claimed. Deft initially proposed to pay rebuild cost, but only 453k. Now says repairable by lifting, void fill and slab, said to be a proven method. Raises issue whether land or foundations are being fixed.	21/03/2013			Grant Shand:- Plaintiffs Misha Henaghan:- DLA Piper, Defendant	YES	JUDGMENT - DEFENDED HEARING 06/12/2013
CIV-2013-409-000585	McCleary & Shaskey v Tower Insurance Limited	General Proceeding	Worcester St house, described as villa erected about 1910, said to have been damaged beyond economic repair in Sept and Feb. Claim for 481k rebuild on site. Deft says rebuild cost 243k.	21/03/2013			Grant Shand:- Plaintiffs Kathryn Pengelly:- DLA Piper, Defendant	YES	DISCONTINUED 29/04/2013
CIV-2013-409-000581	Marsh v Southern Response Earthquake Services Limited	General Proceeding	Mt Pleasant property, said to have been damaged beyond economic repair in Sept, Feb, June. Claim for \$1.2m rebuild on site. Deft says repairable for 279k, or in any event less than rebuild. House needs lifting. Insurer wishes to commission repairs. Plaintiff wants to ensure scope and methodology correct and repairs are done to policy standard.	21/03/2013			Grant Shand:- Plaintiffs CR Johnstone & Sarah Waggot:- Wynn Williams, Defendant	YES	DISCONTINUED 23/12/2014
CIV-2013-409-000555	Avon Rowing Club Inc v Vero Insurance NZ Limited	General Proceeding	Claim re buildings at Avonside Drive, damaged in Sept and Feb. Policy was renewed between these quakes. Parties agree values and application of two policies to each event. Issues now reduced; principally whether subsidence extension available in addition to earthquake one and whether Club can claim for alternative accommodation.	15/03/2013			Stephen Rennie:- Rhodes & Co, Plaintiff Phillip McKinnon:- McElroys, Defendant	YES	DISCONTINUED 01/07/2013
CIV-2013-409-000552	Jerard & Abbott v Southern Response Earthquake Services Limited	General Proceeding	Heathcote property, damaged in Feb and June quakes. EQC not settled. Claims rebuild costs \$1.3m on basis that house, which is on damaged concrete slab, is not economically repairable. Insurer has offered 344k. House is redzoned., plaintiffs say unrepairable for that reason. It is not subject to s 124 notice but plaintiffs say that is because it is presently protected from rock fall by other houses that are to be demolished: they say that rock fall risk has permanently deprived them of the property. Deadline for CERA offer 31 August.	15/03/2013			Duncan Webb:- Lane Neave, Plaintiffs Misha Henaghan:- DLA Piper, Defendant	YES	DISCONTINUED 03/12/2013

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CIV-2013-409-000522	Patel & Others v Certain Underwriters at Lloyds	General Proceeding	Property at Cashel St. Policy contained reinstatement sum 565k. Reinstatement cost for Sept quake said to be 431k, and for Feb quake 650k. Plaintiffs claim both, less part payment and EQC. No repairs done between quakes. Plaintiff points to automatic reinstatement clause, deft says policy in Ridgcrest had a per-event sum insured which has same effect.	6/03/2013			Andrew Hooker:- Shine Lawyers, Plaintiff Kathryn Pengelly:- DLA Piper, Defendant	YES	DISCONTINUED 14/07/2015
CIV-2013-409-000521	Ross v IAG New Zealand Limited	General Proceeding	Building at High St, with reinstatement policy to \$2.6m. Plaintiff says that the cost of reinstatement exceeds that sum but the insurer claims repair costs are less than \$1m.	6/03/2013			Andrew Hooker:- Shine Lawyers, Plaintiff Myriam Mitchell:- Fortune Manning, Defendant	YES	DISCONTINUED 11/11/2014
CIV-2013-409-000459	New Zealand Trustee & Scott v Southern Response Earthquake Services Limited	General Proceeding	Edgeware home, said to be damaged beyond repair after Sept and Feb quakes. Claims rebuild cost \$1.5m on same site. Insurer has offered repair costs 337k.	6/03/2013			Grant Shand:- Plaintiff Alannah Shaw:- Wynn Williams, Defendant	YES	DISCONTINUED 17/11/2016
CIV-2013-409-000400	Maryville Courts Trust Board v Earthquake Commission	General Proceeding (& Summary Judgment)	Retirement village operator pleads that it reached agreement with EQC as to amounts it would pay for damage to its village complex, but EQC later refused to pay. Judgment sought for \$1.2m. Estoppel also pleaded; insured is said to have settled with private insurer on basis of EQC agreement.	26/02/2013			John Callaghan:- McGillivray Callaghan, Dale Lester, Plaintiff John Knight/Nicholas Wood:- Defendant	YES	DISCONTINUED 06/05/2014
CIV-2013-409-000397	Carter v Southern Response	General Proceeding	New Brighton house, said to be written off in Sept and Feb quakes. Plaintiffs say they intend to rebuild on another site or buy another house. They claim \$1m rebuild costs.	26/02/2013			Grant Shand:- Plaintiff Alannah Shaw/Emily Walton:- Wynn Williams, Defendant	YES	DISCONTINUED 21/07/2014
CIV-2013-409-000364	Lewis v Southern Response	General Proceeding	Brooklands property, damaged in 4 quakes. Insurer said to accept that it is written off. Plaintiffs seek to quantify reinstatement cost. Insurer said to have offered 582k including EQC provided plaintiffs rebuild, but refused to pay actual rebuild costs. Plaintiffs claim minimum 689k	20/02/2013			Duncan Webb:- Lane Neave, Plaintiff Sarah Waggot:- Wynn Williams , Defendant	YES	DISCONTINUED 26/09/2013
CIV-2013-409-000274	Fowler Developments Limited v The Chief Executive of the Canterbury Earthquake Recovery Authority	Judicial Review	Judicial review application. Challenge to CERA offer for vacant sections in re zones. Plaintiff, which owns 11 sections at Brooklands, says that CERA offer of 50% of 2007 rating valuation is discriminatory and arbitrary. See Quake Outcasts.	12/02/2013			SP Rennie & JE Bauley:- Rhodes & Co, Plaintiffs P McCarthy:- Crown Law, Defendant	YES	JUDGMENT - DEFENDED HEARING 26/08/2013 COURT OF APPEAL MILESTONES: CA571/13 Filed 30/8/13 Allowed in Part 3/12/13
CIV-2013-409-000272	Monk v Vero Insurance NZ Limited	General Proceeding	Redcliffs property, damaged in February and June quakes. Redzoned and subject to s 124 notice. Said to be a writeoff for insurance purposes for these reasons and uneconomic to repair in any event. Rebuild costs \$1.4m less EQC 222k claimed.	12/02/2013			Grant Shand:- Plaintiff Philippa Fee:- Jones Fee, Defendant	YES	DISCONTINUED 11/07/2013
CIV-2013-409-000271	Theobald Holdings Limited v Vero Insurance NZ Limited	General Proceeding	Heathcote property, damaged in all major quakes. Redzoned and subject to s 124 notice. Not said to be otherwise unrepairable. Rebuild costs \$1.05m less EQC 226k claimed. Defendant is said to have offered 236k repair costs. Issue whether permanent 124 notice makes house a writeoff, and whether notice will be removed within a relevant period.	12/02/2013			Grant Shand:- Plaintiff Philippa Fee:- Jones Fee, Defendant	YES	DISCONTINUED 17/06/2013
CIV-2013-409-000267	Preston v Vero Insurance NZ Limited & IAG NZ Limited	General Proceeding	Sumner property damaged in February and June quakes. Redzoned and subject to s 124 Building Act notice. Plaintiffs say house is a writeoff for insurance purposes for both reasons. Not said to be otherwise unrepairable. Rebuild costs \$1.49m less EQC 4k claimed.	12/02/2013			Grant Shand:- Plaintiff	YES	DISCONTINUED 21/03/2013
CIV-2013-409-000265	Smith v Southern Response Earthquake Services Limited	General Proceeding	Dallington property, redzoned. Plaintiffs say house is a writeoff for that reason, and because it is not economically repairable. Claim for 593k less EQC 115k. It is said that defendant offered 341k for rebuild. Issue appears to be quantum.	12/02/2013			Grant Shand:- Plaintiff C R Johnstone:- Wynn Williams, Defendant	YES	DISCONTINUED 17/04/2014
CIV-2013-409-000204	Patterson v IAG New Zealand Ltd	General Proceeding	Oxford Tce home on piles. Insurer said to have refused to meet actual repair costs 314k on basis redzoned, or to pay the cost of rebuilding, offers costs of repair 241k if plaintiff buys elsewhere. Plaintiff says notional repair involves lifting and new foundations, and floor level below minimum now permissible in flood management area. Plaintiff also claims a total loss for this reason and because site is redzoned. Cites inability to repair, loss of services, inability to insure. Insurer said to be party to red zone agreement with Crown and EQC to this effect. Alleged breach of duty of utmost good faith.	5/02/2013			Duncan Webb:- Lane Neave, Plaintiff PM Smith & M Mitchell:- Fortune Manning, Defendants	YES	DISCONTINUED 06/05/2013
CIV-2013-409-000150	Odams and Quinn v Tower Insurance Limited	General Proceeding	Lyttleton home damaged beyond repair in Feb. Claim for rebuild costs \$2.47m plus demolition 60k less EQC 115k. Tower has offered rebuild costs of \$1.46m.	30/01/2013			Grant Shand:- Plaintiff Kathryn Pengelly:- DLA Piper, Defendant	YES	DISCONTINUED 17/04/2013
CIV-2013-409-000123	Miles and van der Kloot Meijburg v IAG New Zealand Ltd	General Proceeding	West Melton home damaged in September, February and later quakes. Said to be economically unrepairable. IAG has assessed home as a repair and further says repair will result in betterment for which an adjustment must be made. Separate cause of action alleging breach of duties to act promptly and fairly; general damages claimed. Contents claim: replacement policy; it is said that IAG wrongly applied depreciation and insisted plaintiffs replace contents before it will meet claim.	25/01/2013			Mark Henderson:- Corcoran French, Plaintiff Ian Hunt:- Young Hunter, Defendant	YES	DISCONTINUED 22/09/2015
CIV-2013-409-000079	Whiting & Others v Earthquake Commission & IAG New Zealand Limited	General Proceeding	Fendalton home damaged in September, February and June quakes. House sold and rights assigned to plaintiffs from 23 May 2012. Claim for 113k for each quake against EQC. Claim for repair costs for further damage in each quake against IAG \$1.146m.	22/01/2013			Grant Shand:- Plaintiff John Knight:- Chapman Tripp, First Defendant C Hlavac:- Young Hunter, Second Defendant	YES	DISCONTINUED 10/06/2014 COURT OF APPEAL MILESTONES: CA459/14 (Costs) Filed 22/8/14 Dismissed 4/5/15
CIV-2013-409-000072	Peppers v Body Corporate 328318 & Others	Originating Application	Unit Titles: High St apartments destroyed in quakes. Scheme to be cancelled. Challenge to proposal to distribute insurance proceeds among apartment owners. Applicants say original ownership interests do not reflect values before quakes, substantially because some apartments had been improved while others had not. They seek revaluation under s 177.	17/01/2013			S Price :- Mackintosh Bradley & Price G Brodie Applicant C R Johnstone:- Wynn Williams Respondents	YES	GRANTED 31/01/2013

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-409-000046	Exterior Building Care Goleman Limited v Air Fluid Otago Limited	General Proceeding	Claim arising from rock fall mitigation project in which plaintiff undertook to secure cliff faces and other rock hazards at McCormacks Bay. Used defendants methodology and drilling equipment and services. Claim that equipment did not work as promised and delivery of self-drilling anchors was delayed. Claim for wasted expenditure, additional costs of completing work, lost profit, totalling 493k. Counterclaim for costs of repairing damaged drill. Issues: what specs given/promises made, delivery, whether machines performed poorly, if so why.	14/01/2013			Duncan Webb:- Lane Neave, Plaintiff Mr Win Rodgers Law, Dean Tobin:- Defendant	YES	JUDGMENT - DEFENDED HEARING 12/06/2014 COURT OF APPEAL MILESTONES: CA265/14 Filed 19/5/14 Abandoned 20/4/15 CA333/14 Filed 23/6/14 Abandoned 20/4/15 CA371/14 Filed 9/7/14 Abandoned 20/4/15
CIV-2013-409-000024	Peterson v Lumley General Insurance (NZ) Ltd	General Proceeding	Pines Beach home said to have been damaged beyond repair in September and February. Also raises redzone issue. Plaintiffs must vacate by 31 July 2013. Rebuild cost claimed on current site 519k. Lumley has offered 17k for repairs. May raise additional foundation costs issue. Replacement policy included rent cover. Claim for lost rent between September 2010 and plaintiffs re-occupation in April 2011.	9/01/2013			Grant Shand:- Plaintiff K Rowe/A Challis:- McElroys, Defendant	YES	DISCONTINUED 17/01/2014
CIV-2013-409-000022	Gilzean v AA Insurance	General Proceeding	Edgware home written off in February and June 2011 quakes. Claim for 1.4m to rebuild on site.	9/01/2013			Grant Shand:- Plaintiff Peter Hunt/Kristal Rowe:- McElroys, Defendant	YES	DISCONTINUED 19/08/2014
CIV-2013-404-003210	New Zealand Plastic Recycling Limited v IAG New Zealand Limited & Crestre Holdings Limited	General Proceeding (transferred from the Auckland registry)	Plaintiff leased building in Francella Street – used it to store equipment. Both building and equipment damaged in February 11 quake. IAG was insurer – plaintiff says policy required IAG to store contents of building. IAG moved equipment to Halswell Junction Road to assess damage to it. In May 2013, IAG advised it is not willing to continue to pay for storage. Plaintiff seeks declaration re storage costs. Also asserts IAG hasnt properly assessed damage to equipment and that further damage caused by IAG. IAG brings counterclaim. Counterclaim defendant was plaintiffs landlord. It required plaintiff to remove equipment when premises became unstable as result of earthquake. Plaintiff did not do so. IAG required to do so. Counterclaim def claimed lien but agreed to removal on undertakings being given. Damage has been assessed. IAG requested plaintiff to remove machinery and equipment. Plaintiff failed to do so. Neither plaintiff or counterclaim def have answered its query re lien. IAG seeks declaration that it can dispose of equipment.	19/06/2013			Andrew Hooker:- Shine Lawyers, Plaintiff Ross Armstrong:- Young Hunter, First Defendant	YES	DISCONTINUED 01/05/2014
CIV-2013-061-000158	Elliott v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Akaroa Street, Kaiapoi. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiff says it has not received from the defendants substantive payments for earthquake damage to the house. The plaintiff says the economic option is to rebuild at a cost of \$619,162.82. The plaintiff claims \$227,700 plus damages, interest and costs from the first defendant and \$380,620.71 plus damages, interest and costs from the second defendant.	13/11/2013	9/06/2015		Grant Shand:- Plaintiffs Nikolas Bruce-Smith/John Knight-Chapman Tripp, First Defendant Pip Allan/Emily Walton:- Wynn Williams, Second Defendant	YES	DISCONTINUED 12/12/2016
CIV-2013-009-002355	Visker & Reid & Tonik Holdings 2013 Limited v Earthquake Commission & Southern Response Earthquake Services Limited	General Proceeding (transferred from District Court)	Property at Racecourse Road, Sockburn. Covered under AMI policy. Damaged in September 2010 and February 2011. The plaintiffs say the economic option is to rebuild at a cost of \$396,416.32. The plaintiffs claim \$219,584.85 (plus interest and costs) against the first defendant and \$159,832.62 (plus interest and costs) from the second defendant.	13/11/2013	24/07/2015		Grant Shand:- Plaintiff John Knight- Chapman Tripp, First Defendant Peter Leman:- DLA Piper, Second Defendant	YES	DISCONTINUED 01/08/2017
CIV-2013-009-002314	Sii v Earthquake Commission & Tower Insurance Limited	General Proceeding (transferred from District Court)	Property at Staveley Street, Avonhead. Covered under TSB Bank policy. Damaged in September 2010, February 2011 and June 2011. The plaintiff says the economic option is to repair at a cost of \$733,242.82. The plaintiff says the first defendant offered to pay a dwelling related payment of \$8392.10. The plaintiff claims \$300,291.05 (plus damages, interest and costs) from the first defendant and \$402,474.39 (plus damages, interest and costs) from the second defendant.	13/11/2013	27/11/2015		Grant Shand:- Plaintiffs John Knight- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 21/06/2018
CIV-2013-009-001967	Roberts v Earthquake Commission & IAG New Zealand Limited	General Proceeding (transferred from District Court)	Property at Gilberthorpes Road, Hei Hei. Covered under NZI policy. Damaged in December 2010. The plaintiffs say they have not received from the defendants substantive payments for earthquake damage to the house. The plaintiffs say the economic option is to rebuild at a cost of \$561,741.05. The plaintiffs claim \$113,850 plus damages, interest and costs from the first defendant and \$446,741.05 plus \$2000 stress payment, damages, interest and costs from the second defendant.	19/09/2013	25/05/2015		Grant Shand:- Plaintiffs Gabrielle Scott-Jones:- Chapman Tripp, First Defendant Peter Leman/Emma Gabor:- DLA Piper, Second Defendant	YES	DISCONTINUED 26/10/2016
CIV-2013-009-001736	Black v Earthquake Commission & Vero Insurance New Zealand Limited	General Proceeding (transferred from District Court)	Property at Ferry Road, Waltham. Covered under ANZ Bank policy. Damaged in September 2010 and February/June 2011. The plaintiffs say they have not received from the defendants substantive payments for earthquake damage to the house. The plaintiffs say the economic option is to rebuild at a cost of \$396,127.85. The plaintiffs claim \$169,513.32 plus damages, interest and costs from the first defendant and \$224,902.28 plus damages, interest and costs from the second defendant.	19/08/2013	9/06/2015		Grant Shand:- Plaintiffs Nicole Evans:- Chapman Tripp, First Defendant Kristal Rowe:- McElroys, Second Defendant	YES	DISCONTINUED 27/10/2015
CIV-2013-009-001734	SSJ Trading Limited v Earthquake Commission (Discontinued) & Tower Insurance Limited	General Proceeding (transferred from District Court)	Property at Suva Street, Upper Riccarton. Covered under TSB Bank policy. Damaged in September 2010. February 2011 and December 2011. The plaintiff says the economic option is to rebuild at a cost of \$629,553.87. The plaintiff claims \$254,801.89 (plus interest and costs) from the first defendant and \$357,165.40 (plus interest and costs) from the second defendant.	19/08/2013	24/07/2015		Grant Shand:- Plaintiff John Knight- Chapman Tripp, First Defendant Martin Smith:- Gilbert Walker, Second Defendant	YES	DISCONTINUED 04/04/2018
CIV-2013-009-001627	Lovell & Ors v Earthquake Commission & IAG New Zealand Limited	General Proceeding (transferred from District Court)	Property at Fenchurch Street, Northcote. Covered under NZI policy. Damaged in September 2010 and February/June/December 2011. The plaintiffs say they have not received from the defendants substantive payments for earthquake damage to the house. The plaintiffs say the economic option is to rebuild at a cost of \$580,784.50. The plaintiffs claim \$285,198.68 plus damages, interest and costs from the first defendant and \$292,706.05 plus \$2000 stress payment, damages, interest and costs from the second defendant.	7/08/2013	2/06/2015		Grant Shand:- Plaintiffs Nikolas Bruce-Smith:- Chapman Tripp, First Defendant Laura McLoughlin-Ware/Willie Hamilton:- Duncan Cotterill, Second Defendant	YES	DISCONTINUED 05/05/2017

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2013-009-001622	Sale v Earthquake Commission & Lumley General Insurance (N.Z.) Limited	General Proceeding (transferred from District Court)	Property at Winters Road, Mairehau. Covered under Westpac Bank policy. Damaged in September 2010 and February 2011. The plaintiff says the first defendant estimates the house can be repaired for \$45,329.02 and the second defendant estimates the house can be repaired for \$121,404.29. The plaintiff says the house must be rebuilt at a cost of \$692,822.15. The plaintiff claims \$227,000 (plus damages, interest and costs) from the first defendant and \$439,810.64 (plus \$1000 stress payment, damages, interest and costs) from the second defendant.	7/08/2013	22/09/2015		Grant Shand:- Plaintiff John Knight:- Chapman Tripp, First Defendant Caroline Laband:- DLA Piper, Second Defendant	YES	DISCONTINUED 18/07/2018
CIV-2013-009-001256	Ward & Ors v Earthquake Commission & IAG New Zealand Limited & Vero Insurance New Zealand Limited (Discon)	General Proceeding (transferred from District Court)	Property at Cambridge Terrace, Christchurch. Covered under Vero policy. Damaged in September 2010 and February 2011. The plaintiffs say the defendants proposed repair strategy will not reinstate the building. The plaintiffs say the foundations must be replaced to properly repair the building. The plaintiff claims \$479,308.50 from the first defendant and the remainder from the second defendants (plus damages, interest and costs).	24/06/2013	17/03/2016		Bill Dwyer:- solicitor for plaintiffs; and Jai Moss/, counsel acting for plaintiffs John Knight:- Chapman Tripp, First Defendant Ian Hunt:- Young Hunter, Second Defendant	YES	DISCONTINUED 13/03/2019
CIV-2013-009-001197	Pennylane Properties Limited v Aotearoa Property Trust Limited	General Proceeding (transferred from District Court)	Property in Hereford Street. Damage in February 2011 quake. Sold to defendant in April 2011. Prior to settlement, existing damage aggravated by June 2011 quake. Plaintiff says defendant refused to settle. CERA required demolition. Defendant sought reduced purchase price. Amount of deduction fixed by independent solicitor on interim basis, to be paid to stakeholder. Settlement in Aug 2011 involved vendor advance. Advance due to be repaid - no repayment. Defendant says it can set off additional deconstruction costs. Set off rejected by plaintiff. Plaintiff seeks \$168k.	14/06/2013	9/07/2013		Willie Palmer/Frances Hook:- Buddle Findlay, Plaintiff Stephen Savill:- RA Fraser & Assoc, Defendant	YES	DISCONTINUED 15/02/2016
CIV-2012-485-001878	Phillips v IAG NZ LTD	General Proceeding	Burwood house in residential red zone, debt accepts total loss. Rebuild to be on different site on like for like basis, but parties cannot agree what that means. Plaintiff says home was high quality and uses costs of \$3450-\$4450m², defendant \$1186. EQC has paid.	5/09/2012			Matthew Josephson: Grimshaw and Co - Plaintiff Catherine Jamieson: Young Hunter, Defendant	YES	DISCONTINUED 08/08/2013
CIV-2012-409-002823	Hurring v IAG New Zealand Limited	General Proceeding	Burwood home damaged in September and February quakes. Said to be a total loss, uninhabitable. Raises redzone issue. Claim 1.3m to rebuild elsewhere. IAG has offered 275k less EQC payment for repairs. Alternative accommodation costs claimed.	21/12/2012			Grant Shand:- Plaintiff Peter Leman/Kristal Rowe:- DLA Piper, Defendant	YES	DISCONTINUED 26/06/2013
CIV-2012-409-002807	Whitta v Tower Insurance	General Proceeding	Somerfield home damaged in September and December 2010 and February 2011 quakes. Plaintiffs claim 663k to repair or rebuild, Tower has offered 127k for repairs. Principal issue whether foundation damage pre-existing, may require short trial. Parties experts to confer on repair strategy if damage all quake-related, and scope of above-ground repair work.	19/12/2012			Grant Shand:- Plaintiff John Hannan/ Kathryn Pengelly- DLA Piper, Defendant	YES	DISCONTINUED 09/06/2014
CIV-2012-409-002781	Roberts v Tower Insurance Limited	General Proceeding	Hillsborough home subject to s 124 notice and said to be economically unreparable. Redzoned (rock fall risk). Claim 650k for rebuild. Tower has offered 184k for notional repairs.	19/12/2012			Grant Shand - plaintiff Matthew Harris/Zoe Fuhr:- Gilbert Walker, Defendant	YES	DISCONTINUED 19/02/2014
CIV-2012-409-002778	Wakefield v Southern Response Earthquake Services Limited	General Proceeding	Fendalton home written off in September and February quakes. Four settlement options offered to plaintiffs who is said to have elected to buy another house. Dispute as to cost of this option 3.7m vs. 2.5m. Difference includes project management and architect fees, excavation and additional foundation costs, builders margin and contingency. Defendant is said to have refused to pay the undisputed amount but says it will do so once it has proof of purchase of new house.	18/12/2012			Grant Shand:- Plaintiff Anna McElhinney: DLA Piper Defendant	YES	DISCONTINUED 20/03/2014
CIV-2012-409-002746	Ohlson & Anor v Southern Response Earthquake Services Limited	General Proceeding	Brooklands home. Raises redzoning issue. Plaintiffs say it is not economically repairable in any event. Deft said to have offered repair costs (273k inclusive of EQC). House is on timber piles. Raises issue of land subsidence. Central issue whether additional work would be needed if repairs undertaken. Onus on insurer. Direction that insurer must be permitted to seek building consent for its preferred scope of works to prove work is consentable.	13/12/2012			Duncan Webb:- Lane Neave, Plaintiff CR Johnstone Sarah Waggot:- Wynn Williams, Defendant	YES	DISCONTINUED 04/10/2013
CIV-2012-409-002745	Church Property Trustees v The Attorney-General & The Great Christchurch Buildings Trust	General Proceeding	Trustee Act application relating to proposed Transitional Cathedral. Seeks declarations that applicant may use insurance proceeds to build transitional cathedral and fund operations of Chapter and Cathedral community.	12/12/2012			Jared Ormsby:- Wynn Williams Plaintiff Peter Gunn:- Crown Law Defendant Foote, Ayleath:- Duncan Cotterill Francis Cooke QC, Second Defendant	YES	JUDGMENT - DEFENDED HEARING 05/08/2015
CIV-2012-409-002734	Scott v Lumley General Insurance (N.Z.) Limited	General Proceeding	Brooklands house. Plaintiffs say repairs 488k and uneconomic. Not until August 2012 did EQC accept over cap and only recently has it quantified its payment at 225k. Deft assessed repairs 156k, but is said not to have got site-specific geotech advice. Raises redzoning issue. Claim for either replacement value or repairs 512k. Pleads breach of duty of good faith, general damages sought. Nonspecific claim for a benefit re mortgage. Repair strategy raises issue whether land or foundations are being fixed.	12/12/2012			Andrew Marsh:- Saunders Robinson Brown:- Plaintiff Kristal Rowe:- McElroys, Defendant	YES	DISCONTINUED 10/07/2013
CIV-2012-409-002732	Yazdanpanah v IAG New Zealand Limited	General Proceeding	Bexley home. Said to be written off by Feb quake. Deft said to have assessed house accordingly and offered inter alia to pay cost of another house up to cost of rebuild less EQC payments, since redzoning offered assessed cost to rebuild 273k less EQC 198k. Claim for 734k less EQC.	11/12/2012			Grant Shand:- Plaintiff P Smith:- Fortune Manning, Defendant	YES	DISCONTINUED 21/05/2013
CIV-2012-409-002724	Body Corp 073471 v Dynasty Hotel Investments Ltd & Anor 80 Respondents	Originating Application	Application to settle scheme under Unit Titles Act, s 74, for Heritage Hotel Tower and car park. Application unopposed.	7/12/2012			Dale Nicholson: - Duncan Cotterill Plaintiff	YES	GRANTED 17/05/2013
CIV-2012-409-002722	Skyward Aviation 2008 Limited v Tower Insurance Ltd	General Proceeding	Burwood house and sleepout. Said to be damaged beyond repair in Sept quake, and further damaged in Feb. Property redzoned June 2011 and sold for rating valuation. Tower offered repair costs (net of EQC) 104k. Plaintiff says repair would require structures removal, new type 2B foundations at former elevation, and extensive remediation of structure. Repair costs 764k said to nearly match rebuild cost elsewhere. Plaintiff wants Tower to pay for rebuild. Primary issue whether house repairable at economic cost. Raises same issue re interpretation of Tower policy as Snow (see above)	7/12/2012			Peter Richardson:- Linwood Law Kevin Sullivan Plaintiff Martin Smith/Matthew Harris:- Gilbert Walker Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 30/07/2013 COURT OF APPEAL MILESTONES: CA563/13 Filed 29/8/13 Allowed in Part 20/3/14

Case Number ChCh Registry unless otherwise stated	Case Name	Case Type	Nature of Claim	Date Filed	Date transferred from DC	Status of Active Cases TC - Telephone Conf IA - Interlocutory Application JSC - Judicial Settlement Conf	Solicitors	Disposed	SUMMARISED INFORMATION
CIV-2012-409-002683	Shaw v Tower Insurance Limited	General Proceeding	Brooklands home, subject to redzone offer to expire 31 March. Tower initially accepted home not economically repairable but now says it is. They seek rebuild costs of \$1.03m. Tower has paid the Shaws 405k towards value of repairs. Raises issue of land subsidence and adequacy of releveling concrete slab with grout and resin. Plaintiffs say house not repairable on any view. First case for trial on impact of flood zones. Also raises redzoning issue. Policy has natural disaster extension.	5/12/2012			Gerard Richardson:- Meares Williams Kevin Sullivan Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 26/06/2013
CIV-2012-409-002628	Snow & Gaze Burt Trustees Limited v Tower Insurance Limited	General Proceeding	Burwood house in residential red zone, insurer offers repair costs only, 255k. Plaintiffs claim rebuild cost 1m including 470k for foundations. They also say house damaged beyond economic repair. Tower says concrete foundation repairs possible in this case. Issue re Towers right to pay costs of another existing house if it pays "full replacement value"; is amount capped at a) replacement cost or b) market value of comparable existing house; challenge to O'Loughlin judgment to that extent. Same issue arises in Skyward. Plaintiffs also say Tower made election to pay so cannot replace.	27/11/2012			Grant Shand:- Plaintiff Ben Prewett:- Gilbert Walker Defendant	YES	DISCONTINUED 07/07/2013
CIV-2012-409-002601	The Pavilions (1992) Limited v QBE Insurance (International) Limited	General Proceeding	Hotel at Papuan Rd, damaged in all quakes. Claims under material damage and business interruption policies. Issues whether building repairable, appropriate repair option (grout and resin, or new foundation), extent of business interruption losses.	23/11/2012			Andrew Hooker:- Shine Lawyers, Plaintiff Virginia Wethey:- Jones Fee, Defendant	YES	DISCONTINUED 19/04/2017
CIV-2012-409-002537	Peebles & Anor v IAG NZ Ltd & Others	General Proceeding	Building at 116 St Asp St, damaged in Sept and Feb quakes and sold to plaintiff post Feb quake. Claim under policy assigned to plaintiff on sale. Plaintiff claims repair costs after Sept quake plus indemnity value of building after Feb quake up to sum insured of 623k. Expert process continuing, parties granted until end May to report.	15/11/2012			Grant Shand:- Plaintiff Paul Smith and M Mitchell: Fortune Manning, Defendants	YES	DISCONTINUED 20/06/2014
CIV-2012-409-002536	Avonside Holdings Limited v Southern Response Earthquake Services Ltd	General Proceeding	Avondale house, said to be damaged reparably in Sept and beyond repair in Feb. Redzoned. Claim for rebuild costs \$1.6m less EQC 230k, plus lost rent 83k. Not in dispute that plaintiff entitled to cost of rebuild elsewhere, but substantial difference in cost estimates. Whether professional fees of rebuild payable under this policy limb. Large element of underinsurance. Issues of non-disclosure in proposal of swimming pool attached to house and proof of rent.	15/11/2012			Grant Shand:- Plaintiff R Johnstone and S Waggot: Wynn Williams - Defendant	YES	JUDGMENT - DEFENDED HEARING 11/07/2013 COURT OF APPEAL MILESTONES: CA520/13 Filed 8/8/13 Allowed in Part 1/10/14
CIV-2012-409-002524	Littlejohn & Anor v Southern Response Earthquake services Limited	General Proceeding	Heathcote house, damaged Sept and Feb. Redzoned (rock fall risk). House not said to be otherwise uneconomic to repair. AMI premier policy. Notional rebuild costs 1.1m less EQC 113k. Whether s 124 notice renders house a writeoff for insurance purposes. Costs of repair or rebuild.	13/11/2012			Grant Shand:- Plaintiff C R Johnstone and S E Waggot: Wynn Williams - Defendant	YES	DISCONTINUED 09/09/2013
CIV-2012-409-002523	Champagne Developments Limited v Tower Insurance Limited	General Proceeding	Merivale house damaged Sept and Feb. Rental, covered under rental house policy. Claim for full replacement on same site, 2.6m less EQC 115k. Deft said to have refused or failed to pay.	13/11/2012			Grant Shand:- Plaintiff M Harris: Gilbert/Walker - Defendant	YES	DISCONTINUED 16/12/2014
CIV-2012-409-002521	Parker & Anor v Tower Insurance Limited	General Proceeding	New Brighton house damaged Sept and Feb. Claim for rebuild on same site 800k. EQC claim made but no payment. Claim Tower has failed or refused to pay.	13/11/2012			Grant Shand:- Plaintiff M Harris: Gilbert/Walker - Defendant	YES	DISCONTINUED 16/12/2014
CIV-2012-409-002520	Champagne Homes Limited v Tower Insurance Limited	General Proceeding	Three houses at Owles Toe and Gloucester St. All rentals, covered under rental house policy. Liability said to be full replacement less EQC. Plaintiff wants to rebuild all houses on same sites for sums from 549k to 650k. EQC has paid for one only. Also claim for lost rent. Deft has raised issue about disclosure about rent claim.	13/11/2012			Grant Shand:- Plaintiff M Harris: Gilbert/Walker - Defendant	YES	DISCONTINUED 16/12/2014
CIV-2012-409-002480	Johnson & Connor v Tower Insurance Ltd	General Proceeding	New Brighton house damaged Sept and Feb, redzoned. Plaintiffs say it cannot be repaired and uneconomic to do so. Tower has offered 225k less EQC 128k for repair. Claim for 758k rebuild costs less EQC.	12/11/2012			Grant Shand:- Plaintiff M Harris: Gilbert Walker - Defendant	YES	DISCONTINUED 29/04/2013
CIV-2012-409-002479	Yang v IAG New Zealand Limited	General Proceeding	Building at 168 Gloucester St, run as restaurant. Damaged pre quakes and claim met but damage not in fact repaired before quakes. Claim for repair costs to policy cap 305k. (actual costs higher). Issue is whether any part of claim is damage formerly compensated.	9/11/2012			Owen Paulsen:- Cavell Leitch, Plaintiff C Hlavac: Young Hunter, Defendant	YES	DISCONTINUED 20/06/2013
CIV-2012-409-002444	The Insurance Council of NZ INC v Christchurch City Council	General Proceeding	Challenge to Councils earthquake strengthening policy for damaged buildings. Whether must meet 33% or 67% of new building standard. Oxford Body Corporate and University joined on basis they want 67% policy applied to them.	6/11/2012			G Jones/D Goddard Jones Fee:- Applicant Duncan Laing: Simpson and Grierson - Respondent Tom Weston Q C - 2nd Respondent McVeigh QC and S Cotrell (GCA Lawyers)- 3rd Respondent	YES	JUDGMENT - DEFENDED HEARING 04/02/2013 COURT OF APPEAL MILESTONES: CA127/13 Filed 4/3/13 Dismissed 8/10/13
CIV-2012-409-002405	Ngai Tahu Justice Holdings Limited v The Attorney General	General Proceeding	Lease of Chch Central Police station: term expires June 2017 but tenant refused since 2 October 2012 to pay further rent and treats lease as terminated. Plaintiff landlord maintains the lease contains no conditions as to fitness for use for police purposes. It seeks damages and performance of maintenance obligations.	2/11/2012			D W Chisnall/ JBM Smith Greenwood Roche Chisnall - Plaintiff A J Forbes Q C and Prue Robertson (Mortlock McCormack Law) - Defendant	YES	DISCONTINUED 09/10/2013
CIV-2012-409-002385	MJ & VJ O'Loughlin v Tower Insurance Limited	General Proceeding	Full replacement policy for property in Dallington. It is said that rebuild is necessary because damaged beyond repair and land now redzoned. Claim 1.3m but defendant has offered 137k. First case to be tried on impact of redzoning. Plaintiffs say that house not economically repairable anyway. Issue re assumptions to be made re foundations when notionally repairing or replacing.	31/10/2012			Grant Shand:- Plaintiff M Harris: Gilbert/Walker - Defendant	YES	JUDGMENT - DEFENDED HEARING 05/04/2013
CIV-2012-409-002384	SR Young v Vero Insurance NZ Ltd	General Proceeding	Full replacement policy for two houses at Redcliffs. Defendant allegedly failed to indemnify, and to have repudiated by delay. \$2.5m claimed for rebuild and fees, plus general damages. Necessary to isolate issues re these houses from a third house which plaintiff will relocate on site if redzoning reduced and extensive general damage to exterior works from boulders.	30/10/2012			Ngairie Smith & Jai Moss, Plaintiff Peter Hunt/Rachel Scott: McElroys, Defendant	YES	DISCONTINUED 22/09/2014
CIV-2012-409-002371	DJ & K Morris v Tower Insurance Limited	General Proceeding	Full replacement policy for redzoned property in Kairaki Beach. Plaintiffs say it is a constructive total loss because repairs cost more than rebuild. Claim 382k plus temporary accommodation 25k. Defendant has offered repair costs 222k less EQC and considers house repairable if low mobility grout injection technique used to repair broken concrete slab.	26/10/2012			L Chapman: and M Josephson - Grimshaw & Co, Plaintiff Matthew Harris: Gilbert/Walker - Defendant	YES	DISCONTINUED 23/04/2013
CIV-2012-409-002348	Symonds v Tower Insurance Limited	General Proceeding	Replacement policy over neighbouring New Brighton Rd houses damaged in Feb quake. Redzoned. Plaintiff says rebuild costs 564k and 781k. Defendant says rebuild costs are 264k and 266k. Raises question whether plaintiff can claim foundation costs for this site although will rebuild elsewhere, and if not what foundation requirements should be assumed.	24/10/2012			Grant Shand:- Plaintiff Matthew Harris:- Gilbert/Walker, Defendant	YES	DISCONTINUED 24/04/2013

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CIV-2012-409-002302	Crester Holdings Limited v NZ Plastic Recycling limited	General Proceeding	Plaintiff landlord leased premises to defendant company; premises rendered untenantable by February 2011 earthquakes and lease therefore terminated; by written notice, plaintiff required defendant to remove its fixtures, fittings and chattels; defendant failed to do so. Plaintiff seeks declaration that it is entitled to remove fixtures, fittings and chattels, forward them to refuse collection centre, and recover costs of doing so from defendant. Insurer has since removed items, costs now fixed.	17/10/2012			Grant Shand:- Plaintiff	YES	JUDGMENT - BY CONSENT 29/11/2012
CIV-2012-409-002284	BD McLean, CL McKeown & PL Butler v IAG	General Proceeding	Plaintiffs insured their brand new house in Fendalton with defendant; house wrecked by the September 2010 earthquakes; defendant paid indemnity value of house as plaintiff elected but did not pay costs of professional services (architects, engineers etc); whether such costs payable when indemnity value elected; whether costs claimed reasonable when house is notionally being rebuilt as it was.	15/10/2012			Andrew Hooker:- Shine Lawyers, Plaintiff D Weatherley and C Hlavac: Young Hunter - Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 16/05/2013
CIV-2012-409-002259	NZ Local Government Insurance Corporation v R + V Versicherung AG	General Proceeding (& Summary Judgment)	Plaintiff seeks summary judgment on liability and quantum under reinsurance contract. Defendant moves for stay on grounds of reference to arbitration. Whether arguable defences on liability and quantum. Test for whether dispute exists in this context. Issues as to scope of cover and evidence of losses and categorisation thereof.	12/10/2012			D J Heaney and S McKay:- Heaney & Co Plaintiff M O'Brien and F Tregonning: Bell Gully - Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 09/04/2013
CIV-2012-409-002205	LA Collier & SJ Collier v Tower Insurance Limited	General Proceeding	Hillsborough property, not fully built when allegedly damaged in Feb quake. Full replacement of 1.3m less EQC sought. Tower says damage mostly confined to retaining wall and due to faulty workmanship, and wall not code-compliant. Cap of 10k for retaining walls. House area understated in policy; how resulting rebate is calculated.	8/10/2012			Grant Shand:- Plaintiff and K Pengelly: DLA Piper - Defendant	YES	DISCONTINUED 19/06/2013
CIV-2012-409-002139	I & GDL Morris & Lane Neave Trustees Ltd v Tower Insurance Ltd	General Proceeding	Merivale house, damaged in Sept and Feb. Plaintiff seeks judgment for full replacement value, architects etc fees and demolition/removal costs (\$2.5m). Tower accepts liability to rebuild and elects to contract the builder, says no breach of policy and no liability for damages. Plaintiff responds Tower has made election and house cannot be rebuilt as must now be elevated. Underlying issue is scope of rebuild and costs. Parties now to respond by 17 May.	1/10/2012			Graeme Riach:- Harmans, Plaintiff and K Pengelly: DLA Piper, Defendant	YES	DISCONTINUED 09/04/2014
CIV-2012-409-002138	TJK (NZ) Limited v Mitsui Sumitomo Insurance Co Limited	General Proceeding (& Summary Judgment)	Plaintiff seeks summary judgment on part of plaintiffs case. Clarendon Tower extensively damaged in Canterbury earthquakes; plaintiffs engineers concluded repair was not commercially viable; CERA ordered demolition. Plaintiff intends to reinstate damage from both September and February quakes. Plaintiff seeks declaration that defendant should pay at least the indemnity value, under an extension to the insurance policy which deals with Earthquake Full Reinstatement Cover. Issues include whether damage to building repairable practically or economically, impact of CERA demolition notices, when money payable under policy, measure of loss.	28/09/2012			N Campbell (Shortland Chambers and P J Woods:- Anthony Harper Plaintiff G Macdonald and A McElhinney: DLA Piper, Defendants	YES	DISCONTINUED 13/09/2013
CIV-2012-409-002133	Dominion Finance Group Ltd v Body Corporate 382902, R & PA Auld, LJ, GL & CM Berry, AD & O Polonowita, LG & VM McMillan, Benbrakah Trust Ltd, IC & FM Anderson, Gatay Holdings Ltd, Clarkville Trustees Ltd, DJ Z West, K Kaspar, ME & MJ Johnson, P J & SJ Monk, CG & AR King, TJ Perry, GJ & V Stansfield, Tancred Nominees Ltd, JJ Jang, Spence Farms Ltd, BAA Investments Ltd v Ocean Trustees Ltd, FT 2 Trustees Ltd, Westpac NZ Ltd	Originating Application	Unit Titles: Gallery Apartments, 62 Gloucester St: distribution of insurance/EQC proceeds and proceeds of sale of land; whether to be distributed in accordance with original ownership interests or reassessed ownership interests: Court asked to overturn existing unit titles cancellation resolution and substitute Court-ordered cancellation and order new reassessment.	27/09/2012			S Rennie and J E Bailey:- Rhodes & Co, Plaintiff Kelly Paterson: Buddle Findlay, Respondent Peter Whiteside, Wynn Williams - 2nd Respondent	YES	JUDGMENT - DEFENDED HEARING 11/12/2012
CIV-2012-409-002040	A & G Tasman Limited v Cartwright & Others	General Proceeding	Commercial building at 32 Oxford Tce. Business interruption policy. Broker arranged 24 month indemnity period. Issue is whether NZI policy capped at 800k or 1.6m for that period. Building untenantable from 22 February. Major issue whether NZI liable as joint tortfeasor.	19/09/2012			G Nation and J Johnson:- Wynn Williams Plaintiff Garth Galloway: Chapman Tripp Sheffield Young - Defendant G Macdonald and M Henaghan: DLA Piper - 3rd Party	YES	DISCONTINUED 26/06/2013
CIV-2012-409-002020	Pascoe & Condon v Southern Response Earthquake Services Limited	General Proceeding	Plaintiffs home in red zone (Brooklands). AML replacement policy. Whether apart from redzoning home is repairable. Whether rendered non-repairable by redzoning. Whether insurers claim that home is repairable breaches duty of good faith. Whether insurer liable to reinstate on new site. Relationship between insurer obligations and Government offer to homeowners, which expires 14 December 2012.	14/09/2012			D Webb:- Lane Neave Plaintiff R Johnstone:- Wynn Williams Defendant	YES	DISCONTINUED 13/12/2012
CIV-2012-409-001910	Canterbury Regional Council v The Environment Court & Others	General Proceeding	Challenge to Environment Court decision to continue with hearings.	5/09/2012			D Goddard QC, Chambers and J Omsby (Wynn Williams):- Applicant P Steven: and I Cowper and J Woodward and B Carruthers, Second Respondents M Christensen, Third Respondents	YES	DISCONTINUED 20/12/2012
CIV-2012-409-001899	Harris & Others v Earthquake Commission	Originating Application (& Declaratory Judgment)	Same issue as Morley v EQC.	5/09/2012			T Weston QC and Greg Jones (Jonesfee):- Applicants J Knight:- Chapman Tripp Respondent	YES	JUDGMENT - DEFENDED HEARING 18/02/2013
CIV-2012-409-001877	McKay v Tower Insurance Limited	General Proceeding	House in Kennedys Bush Road. Parties agree house is a rebuild on same site. Plaintiff says rebuild cost including architects engineers and surveyors fees is up to \$2.475m. EQC has paid. Specific foundations requirements (screw piles or timber driven piles) and issue whether garage damaged in quake account for much of the difference between parties. Correct approach to professional fees on a rebuild.	30/08/2012			Grant Shand:- Plaintiff Matthew Harris:- Gilbert Walker, Defendant	YES	DISCONTINUED 03/07/2014

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CIV-2012-409-001761	The Great Christchurch Buildings Trust v Church Property Trustees	Judicial Review (& Declaratory Judgment)	Applicant seeking a declaration that the decision to deconstruct the Cathedral is invalid - three claims; 1. Breach of trusts respondent holds Cathedral under; 2. Ultra vires the respondents power; 3. Breach of trust	15/08/2012			F Cooke QC, Thorndon Chambers (and A Foote, Duncan Cotterill) :- Applicant J Ormsby:- Wynn Williams First Respondent P McCarthy:- Crown Law Second Respondent	YES	JUDGMENT - DEFENDED HEARING 15/11/2012 COURT OF APPEAL MILESTONES: CA57/13 Filed 12/13 Dismissed 26/7/13
CIV-2012-409-001630	Morley v Earthquake Commission	Originating Application (& Declaratory Judgment)	Parties seeking a declaratory judgment as to whether a property with rooms rented out individually should be construed as a dwelling for the purposes of an EQC claim	1/08/2012			G Brodie:- Applicant J Knight:- Chapman Tripp Respondent S Waggot:- Wynn Williams Subsequent party	YES	JUDGMENT - DEFENDED HEARING 18/02/2013
CIV-2012-409-001118	New Zealand Sikh Society (South Island) Incorporated v Jackson & QBE and IAG	General Proceeding	Claim that defendant broker failed to arrange promised cover, alternatively that QBE policy was never cancelled. IAG is sued as brokers professional indemnity insurer.	1/06/2012			G Brodie:- Plaintiff C Langstone, and T Spinka:- Jones Fee, Third Defendant C Hlavac:- Young Hunter 3rd party	YES	DISCONTINUED 21/07/2014
CIV-2012-409-000615	Turvey Trustee Limited v AMI Insurance Limited	General Proceeding (& Summary Judgment)	Judgment sought for rebuild cost. Issue; what it means to rebuild to "as new" standard for purposes of measuring the "full replacement cost". Claim that AMI must use materials as near as practicable to original villa, not something with same "look and feel". What quality of foundations to be assumed.	23/03/2012			G Trainor:- Trainor Maclean, Plaintiff R Johnstone:- Wynn Williams, Defendant	YES	DISCONTINUED 11/04/2013 COURT OF APPEAL MILESTONES: CA86/12 Filed 21/12/12 Abandoned 15/4/13
CIV-2012-409-000528	Trade Union Centre Canterbury Limited v Allianz New Zealand Limited & Abbott Insurers Brokers Limited	General Proceeding	Insurance claim on two properties at 191-195 Armagh and 199 Madras. Plaintiff claims that policy provides for replacement value as opposed to indemnity value; alternatively, sues broker in negligence. Issue raised whether each quake a separate event.	15/03/2012			B Corkill QC P Cranney Oakley Morgan:- Plaintiff G Galloway and L Adams:- Chapman Tripp, Defendant	YES	DISCONTINUED 17/01/2013
CIV-2012-409-000504	One Three Four Limited v J R F Holdings Limited	General Proceeding	Dispute between landlord and tenant about 134 Victoria St. Issues: whether CERA demolition notice extended to all leased premises some of which are said to remain tenable; whether tenant which claims to have improved premises has an interest in insurance policy.	13/03/2012			Jeanette Ching:- Beadel Ching Kevin Clay:- Plaintiff R Brown (mears Williams) and Dale Lester:- Defendant	YES	JUDGMENT - DEFENDED HEARING 01/05/2013
CIV-2012-409-000500	Independent Fisheries Ltd v The Minister for Canterbury Earthquake Recovery	Judicial Review	Orders setting aside the Minister's decision under CERA Act to implement Chapters 12A and 27. Affects land around city rezoned for residential use. Plaintiff wants its land (near airport) zoned residential instead. Links to pre-quake Environment Court proceedings.	9/03/2012			Francis Cooke QC , P Steven, I Cowper:- Cower Campbell and P Joseph, Hughes- Johnson QC, Applicant Kenneth Stephen:- Crown Law, First Respondent M Perpick:- Wynn Williams, Second-Sixth Respondents J Appleyard:- Chapman Tripp, L Semple:- Anderson Lloyd and C Fowler:- Adderley Head, Interveners	YES	JUDGMENT - DEFENDED HEARING 24/07/2012 COURT OF APPEAL MILESTONES: CA438/12 Filed 26/7/12 Dismissed 20/12/12 CA505/12 Filed 15/8/12 Dismissed 20/12/12 CA507/12 Filed 16/8/12 Dismissed 20/12/12 CA514/12 Filed 20/8/18 Dismissed 20/12/12
CIV-2012-409-000295	Ridgecrest NZ Limited v IAG New Zealand Limited	General Proceeding	Alleged breach of insurance contract for earthquake damage to building (215 Gloucester St) and business interruption insurance. Issue: is the plaintiff entitled to be paid for damage resulting from each pleaded earthquake up to the limit of insurance in each case.	21/02/2012			C Carruthers Q C and P Cowey :- Parry Field Plaintiff B Gray Q C and P Smith and M Mitchell:- Fortune Manning Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 08/11/2012 COURT OF APPEAL MILESTONES: CA811/12 Filed 5/12/12 Dismissed 10/7/13
CIV-2012-409-000245	Read & Independent Trustees (Canterbury) Limited v IAG New Zealand Limited & The Earthquake Commission	General Proceeding	The plaintiffs owned properties at Aynsley Terrace, Ford Road, Sparks Road, Scarborough Road, Kings Street, Centaurus Road and Balfour Terrace. Policy under IAG New Zealand Limited. Properties damaged in Canterbury Earthquake Sequence. Plaintiffs claim against IAG, breach of contract, breach of the Fair Trading Act and seek special damages, general damages, costs and interest. The plaintiffs claim against EQC, breach of the Act and seek special damages, general damages, costs and interest.	15/02/2012			Andrew Hooker: Shine Lawyers - Plaintiff Chris Hlavac:- Young Hunter, First Defendant Self Represented - Second & Third Defendants	YES	JUDGMENT - UNDEFENDED HEARING 01/05/2017
CIV-2012-404-004848	MacDonald and Bailey Trustee Service v Tower Insurance	General Proceeding (transferred from the Auckland registry)	House at St Martins: claim for 1.375m to rebuild on same site. Tower says can repair for 330k. Issue whether can be repaired economically, and whether repair meets policy standard of "same extent and condition as when new". Tower may assert its right to do the work rather than pay cash.	17/08/2012			Grant Shand:- Plaintiff M Harris -Gilbert Walker, Defendant	YES	DISCONTINUED 25/11/2014
CIV-2012-404-002723	Body Corporate 398983 v Zurich Australian Insurance and Firm P1 Ltd	General Proceeding (transferred from the Auckland registry)	Claim against insurer and broker about limit to material damage and business interruption policy; also whether payments under policy are to be net of EQC payments for property (Salisbury Park Apartments).	18/05/2012			R Hay:- Morgan Coake Plaintiff B Sanders:- Beachcroft Law First Defendant C Langstone:- Jones Fee Second Defendant	YES	JUDGMENT - PRELIMINARY QUESTION 15/05/2013 COURT OF APPEAL MILESTONES: CA393/13 Filed 13/6/13 Allowed in Part 13/11/13
CIV-2012-404-002366	Herzhoff v Tower Insurance	General Proceeding (transferred from the Auckland registry)	Failure to pay contents claim in respect of property damaged in residence or damaged/stolen insurer post quake. Some damage/burglary after goods stored by Towers agent Canterbury Removal Services at 11 March Place, Redwood. Bailment in alternative for losses while in storage.	2/05/2012			R Raymond: Canterbury Chambers (A Fox and J Stringer Saunders Robinson Brown) :- Plaintiff R Hern and K Rowe:- McElroys, Defendant	YES	DISCONTINUED 23/04/2013

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CIV-2012-009-002433	Ward v Earthquake Commission (Discontinued) & IAG New Zealand Limited	General Proceeding (transferred from District Court)	Property (consisting of multi-unit dwelling) at Barbadoes Street, Christchurch. Damaged as a result of Canterbury earthquake sequence. Policy under IAG. The plaintiff says the failure by the defendant to agree to pay the cost when incurred to reinstate the property to the policy standard is a breach of its obligations. The plaintiff seeks an order that the defendant specifically perform its duties by paying the costs when incurred to repair the property or a declaration for the same (plus general damages, costs and interest).	22/11/2012	7/02/2018		Andrew Hooker/Mobeena Hills: - Shine Lawyers, Plaintiff Chris Hlavac/Bridget Read:- Young Hunter, Defendant	YES	DISCONTINUED 22/05/2019
CIV-2012-009-001849	Parkin v Vero Insurance New Zealand Limited	General Proceeding (transferred from District Court)	Lyttleton home said to have been damaged beyond repair in Sept and Feb. Initially may have been within EQC scope. Claim for rebuild costs 271k net of EQC 113k. Vero says also damaged in June 2011 and EQC is liable for that event; Vero is not liable until EQC settles claims available to insured on all quakes. Pleads that it need only pay, at its option, indemnity value or costs of repair or rebuild once incurred by plaintiffs.	7/09/2012	4/12/2012		Duncan Webb:- Lane Neave, Plaintiff Greg Jones:- Jones Fee, Defendant	YES	JUDGMENT - DEFENDED HEARING 17/07/2015
CIV-2011-485-001816	CMP Properties Ltd v Earthquake Commission	General Proceeding	Whether a) upper floor apartments in mixed use building separate dwellings under EQC Act: b) apartments may claim against EQC for land damage: c) one set or three of personal property insurance.	2/09/2011			L Craig: Jones Fee - Plaintiff N Wood and J Knight: Chapman Tripp - Defendant	YES	DISCONTINUED 19/09/2012
CIV-2011-409-000810	Marchand, Marchand & Costelloe v Jackson	General Proceeding (& Summary Judgment)	Lapse in insurance due to neglect/misconduct of broker; insurer is brokers professional indemnity insurer.	26/10/2011			G Hair:- Malley & Co Plaintiff B Burke:- Harmans Defendant	YES	JUDGMENT - DEFENDED HEARING 11/07/2013 COURT OF APPEAL MILESTONES: CA274/12 Filed 16/5/12 Allowed 15/7/13 CA788/12 Filed 30/11/12 Abandoned 31/5/13
CIV-2011-409-000627	GP 96 Limited v F M Custodians Limited (& related file CIV-2010-409- 002222)	Interim Injunction	Order sought preventing demolishing, selling or leasing of building until substantive matter heard. Contest between assignee of lease and mortgagee in possession. One issue is whether the building (96 Litchfield St) was tenatable after 22 Feb.	19/04/2011			Austin Forbes Q C and Grant Smith - Canterbury Legal Services:- Plaintiff Hugh Matthews: White Fox and Jones - Defendant	YES	GRANTED 23/07/2012 COURT OF APPEAL MILESTONES: CA258/19 Filed 5/6/19 Dismissed 23/7/19
CIV-2010-409-002710	Body Corporate 83501 & others v Christchurch City Council and others.	General Proceeding	Earthquake damage/construction defect claim against insurers (including EQC) and parties responsible for construction of the building.	24/11/2010			D Bigio/S Wroe:- Martelli McKegg Plaintiff S Macky:- Heaney & Co First Defendant H Matthews:- White Fox Jones Second Defendant J Moss:- Third Defendant M Wallace:- Fourth Defendant Richard Raymond:- Fifth Defendant J Knight:- Chapman Tripp Sixth Defendant M Ring QC:- Seventh Defendant	YES	DISCONTINUED 11/12/2013