

IN THE SUPREME COURT OF NEW ZEALAND
I TE KŌTI MANA NUI O AOTEAROA

SC 103/2022
CA 444/2021: [2022] NZCA 422
CIV 2017-441-070: [2021] NZHC 1477

BETWEEN LOCAL GOVERNMENT MUTUAL
FUNDS TRUSTEE LIMITED

Appellant

AND NAPIER CITY COUNCIL

Respondent

RELEVANT CHRONOLOGY

We certify that the chronology is suitable for publication and does not contain any information that is suppressed

YOUNG HUNTER
LAWYERS
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Date	Event	Doc. No.
30 June 1997	NCC became a member of the New Zealand Mutual Liability Riskpool Scheme, renewing its cover on 30 June each year until the expiry of the 2014/2015 year.	
29 June 2006	Riskpool wrote to all members advising that it was introducing a \$500,000 sub-limit of indemnity for multi-unit building defect claims involving alleged breaches of Clause E2 'Moisture Ingress' of the Building Code.	301.0056
30 June 2006 (2006/2007 Fund Year)	Effective date for incorporation into Protection Wording RPO2PLPI-IN of the following endorsements: <ul style="list-style-type: none"> • Exclusion 13 Multi Unit Building Defect Claims Involving Moisture Ingress. • Extension 7 Multi unit Building Defect Claims Involving Moisture Ingress - limited to \$500,000. 	
29 August 2006	Riskpool wrote to all members regarding Riskpool's Board resolution to introduce a sub-limited cover of \$500,000 for multi-unit weathertightness claims. Enclosed were the exclusion and extension endorsements forming part of the Protection Wording that had become effective from 30 June 2006 and NCC's 2006-2007 Schedule.	301.0068
30 June 2007 (2007/2008 Fund Year)	Riskpool issued new Protection Wording RP07PLPI-IN which included: <ul style="list-style-type: none"> • Exclusion 13 with no heading. • Extension 7 with heading, "Weathertightness Claims". The Schedule recorded a \$500,000 sublimit for Weathertightness Claims.	301.0069
September/ October 2007	NCC issued Code Compliance Certificates for the Waterfront Apartments complex.	
11 May 2009	Riskpool advised its members that the Board had resolved to: <ul style="list-style-type: none"> • Continue to cover building defect claims. • Exclude weathertight claims for most Councils from 30 June 2009, including NCC. 	301.0153
30 June 2009/2010 (2009/2010 Fund Year)	Riskpool amended and reissued the Protection Wording (RP09PLPI-EX), which: <ul style="list-style-type: none"> • Deleted Extension 7. • Left Exclusion 13 unamended and still with no heading. The Schedule stated "Excluded" for Weathertightness Claims, retaining \$100m in the annual aggregate for other claims.	301.0143 301.0157
30 June 2010/2011 (2010/2011 Fund Year)	Riskpool reissued Protection Wording RP10PLPI-EX (no amendments from previous version) – which was the version applicable for 2014/2015.	302.0226
9 October 2014	WFPs brought proceedings against NCC and other construction participants in relation to the Waterfront Apartments complex alleging that the complex was constructed with substantial defects so that the building did not comply with the Building Code. The alleged defects included significant weathertightness defects and significant non-weathertightness defects. NCC notified Riskpool.	303.0439
30 June 2015	NCC withdrew from the Scheme.	
14 February 2019	WFP's proceedings settled at mediation. NCC agreed to pay sum of \$12,355,000 to the WFPs.	303.0438