

## Tāmaki Makaurau Recovery Office Webinar Q&A: Live question time with insurance experts

Thank you to all who attended our 2 May webinar. We received over 120 questions and comments, which provide valuable insights into the many individual challenges Aucklanders are facing as they recover from the 2023 extreme weather events.

The table below lists questions raised before, during and after the webinar, and the answers. Where we received duplicate questions, we have combined them. We have also paraphrased longer questions.

We are still working with the Insurance Council of New Zealand, NZ Claims Resolution Service and EQC Toka Tū Ake to prepare responses to the remaining questions. We will send these questions and answers to you as quickly as we can.

## Key messages from the webinar:

**ICNZ:** The Auckland Anniversary Weekend flooding and Cyclone Gabrielle were the largest weather events ever recorded in New Zealand. The insurance industry has worked hard in the time since to settle claims so that people and communities can recover. As at the time the webinar was recorded, nearly 95% of all claims had been settled. We are, however, aware that there are still questions and people are concerned about impacts to their insurance. For any question pertaining to your insurance, whether an insurance claim or future insurability, the best course of action is to speak directly to your insurer so that they can assess your specific situation and provide the most accurate answer.

EQC: New Zealand is one of the few countries to provide land cover. The intention of the EQC act is to provide cover for the residential dwelling. This is why the cover is limited to the area of land that supports the dwelling and enables access to it. There are limits set in legislation, these include cover being capped at the value of the damaged land and area based limits, which are eight metres around the residential dwelling and some other structures and up to sixty metres for land supporting the main accessways to the dwelling.

NZCRS: Before you begin work on your home, please stop, talk to your insurer, get the sign off from them first before you go and engage experts.

Auckland Council: It's important to note that the information provided in this list of questions and answers is not legal or financial advice and our responses don't take your individual circumstances into account. For personal insurance advice, we encourage you to seek assistance from your insurance provider or legal professional. NZ Claims Resolution Service can support you with this.



Questions about insurance premiums	Answers
Will our insurance premiums go up and property values go down if we get a Category 1?	ICNZ: Category 1 is defined as where repair or rebuilding to the previous state is all that is required to mitigate future risk. This means there is no indication that, on its own, being categorised "1" would suggest there is any increase in risk. However, it is important to be aware that insurers assess risk at every policy renewal (every 12 months), and there are many factors that go into that risk assessment and therefore pricing. Rising construction costs and asset values, the cost of last year's events overall, the global reinsurance market, and a policy's claims history are only a few factors that could contribute to how premiums change.
How will insurance be affected for properties in Category 1?	As above, there is no indication that, on its own, being categorised as Category 1 would suggest there is any increase in risk. That's not to say that someone in Category 1 won't experience a premium increase due to other factors. The following information is from the <u>ICNZ website</u> : Assuming that repairs are completed, home/contents insurance will remain available, no changes to terms expected. At renewal, decisions are based the same as everywhere in NZ – on claims frequency, changes to risk and the insurer's risk appetite which may include more granular rates being applied.
Does my categorisation affect my insurance premium?	This depends on which category you receive. Answers for Category 1 are above. Information on Category 2C, 2P and 3 are available on the <u>ICNZ</u> <u>website</u> . For Category 3 properties where the owner does not opt-in to the buy-out, insurers would be extremely unlikely to have risk appetite to continue cover where the home has been deemed by council to have 'intolerable risk to life'.
<ul> <li>Will the premiums increase for all categories and how much or what percent will it increase if so?</li> <li>Are insurance premiums assessed on geographic bases based on the risks of that area as a whole? My neighbours were far worse than me and have not filed any insurance claim.</li> </ul>	ICNZ: There are a variety of factors that go into determining a policy's premium. There are levies for EQC and FENZ that are mandated by the government; the increasing cost of reinsurance from a global marketplace; rising construction prices and asset values, which mean insurers have higher claims costs to meet; as well each insurer's own risk appetite and risk



What do insurers check when assessing how much premium to charge i.e. how much does a hazard notice on a property file or LIM report affect the premium of a property?	assessment, to name a few. For any questions about a specific policy premium, it is recommended that a property owner speak directly with their insurer, as all of the factors used to determine premium can be taken into account. More information is available on the <u>ICNZ website</u> .
Remediation and premiums	
We are still waiting for a categorisation outcome. We raised the property to mitigate risk. Will insurance company automatically review all documentation to review our insurance premium? Or do we need to make a special application for them to review premium. Since the storm of Jan 23, some householders with landslips received a notice from their insurance company that at the policy renewal date, their insurance would be 'reassessed.' If homeowners are carrying out a mitigation solution for their properties under Cat 1 or 2, which may take a significant number of months to complete, is there likely to be a temporary premium to cover the house and contents, and a reassessment, after completion, for ongoing insurance, based on Council's sign off and any conditions?	You will need to contact your insurer to ask these questions, as approaches will vary between providers. <u>From the ICNZ website</u> : If the customer completes the property level interventions so that the risk is reduced to an acceptable level then the home will be insurable like any other home i.e. insurers will look at flood models, previous claims and what mitigations have been undertaken.
If there is mitigation to reduce or prevent flooding like building a retaining wall, do you need to inform the insurer. If so, how could this impact our insurance?	NZCRS recommends talking to your insurer before beginning work on your home. You should review your policy document and contact your insurer, as approaches will vary between providers. ICNZ: It is important to discuss the specifics of any mitigation project being undertaken so the insurer can assess your insurance needs and advise of the appropriate cover. In some cases, you may need a special policy that addresses the unique risk presented by a home under construction, such as when a home is lifted.



Future insurability	
If a property is designated Category 2, or significant repairs are undertaken separately due to EQCover remediations, then how can that homeowner be confident that their insurer will not withdraw future insurance after all those works have been completed?	Aside from Category 3 land, ICNZ has yet to come across a situation where insurance is completely unavailable to a homeowner. However, this does not mean that there are individual insurers that may not want to offer cover in the future. This could be due to their risk appetite and/or the ways they model risk and hazard data.
With regards to properties that got flooded in Auckland last year, I've seen it suggested that some of these properties may become uninsurable in the future. How likely is that to happen?	In these situations, ICNZ has seen that there is cover available through other insurers. An insurance broker may be helpful in this scenario as they can search the market and provide advice on what cover is available.
We have completely lost our pluvial and fluvial flooding insurance cover. Do you have any suggestions or a way of getting advice on how to navigate this?	Same answer as above: aside from Category 3 land, ICNZ has yet to come across a situation where insurance is completely unavailable to a homeowner. NZCRS can provide assistance if you are having difficulty with your insurance cover.
<ul><li>What is the current advice regarding future insurability of 2P homes, specifically, once the homeowner has completed the mitigations advised by council?</li><li>Once the 2P mitigations have been done, that effectively takes the property back to a Category 1 in terms of tolerable risk, but will insurers see it the same way? Or will there always be a lingering issue because the property was once 2P?</li></ul>	Advice on Category 2P homes is available on the <u>ICNZ website</u> . ICNZ recommends that if homeowners are given a Category 2P, they contact their insurer to discuss any impacts on claims or policies. If the customer completes the property level interventions so that the risk is reduced to an acceptable level then the home will be insurable like any other home i.e. insurers will look at flood models, previous claims and what mitigations have been undertaken. This does not mean that there will not be a change in premiums or underlying levers such as pricing higher excesses, or limitations for cover on certain perils such as flooding.
	If the customer does not complete required interventions (or is in the process of) then different policy options may be available such as excesses, premiums and/or exclusions. On a case-by-case basis this may include not continuing cover as a last resort.



Category 3 and the buy-out	
We received an insurance pay out and had all remediation work done to the house last year using that insurance money. We moved back into our flood impacted house a year ago. If we are categorised as a Category 3, will the insurance pay out no longer be deducted from the sale price, if we can evidence the spend? I want to know what the discriminating factors will be where you may/may not top up the buy-out where insurance money has been used for repairs.	If you have already spent some or all of your insurance claim payment on repairing damage to your home from the severe weather events, the council will consider this as part of the buy-out offer. This means that if you have spent insurance money on repairs in good faith and can provide evidence of this (such as receipts and photos of storm damage), we will not deduct this amount from the buy-out offer. This does not include money spent on other things, such as rent or personal items, or personal funds spent on repairs. If your insurer managed the repairs for you, we will only need to see the 'Scope of Works' for the repair, which you can get from your insurer. Please read our guide on progressing work while waiting for a category, which can be found under 'Other useful information' in the <u>storm recovery</u> <u>documents library</u> .
Homeowners categorised as Category 3 have been informed by some insurers that coverage will cease once their current policy expires or if they opt out of the Category 3 process. The issue arises when a homeowner's insurance policy may expire before the Council buys them out and settles the sale. This situation could result in a gap in coverage between the policy expiry and the buy-out settlement dates. Could strategies be developed to encourage insurers to extend coverage for Category 3 homeowners until the buy-out settlement, specifically for non- flood-related claims? My insurer has said that if I am not repairing my house then my	<ul> <li>NZCRS: It is important to have some open and honest conversations with your insurer about your specific situation and what options there are to resolve that situation. NZCRS recommends being clear with your insurer that you are only looking for cover between the end of your policy and when the Category 3 buy-out process is complete.</li> <li>ICNZ: Each insurer will have their own approach to this situation. It is important to discuss your specific circumstances directly with your insurer. In some cases, insurers may be able to provide solutions to unique circumstances, knowing that a property buy-out is in process.</li> <li>a) These situations are dealt with on a case-by-case basis. The reality is that</li> </ul>
My insurer has said that if I am not repairing my house then my policy will not be renewed- this is soon. I am a Category 3 and nowhere near resolving the buy-out. A) why are some insurers doing this? b) what will be the implications if something happens to my flood damaged home (buy-out price) before council takes ownership?	a) These situations are dealt with on a case-by-case basis. The reality is that it will be difficult to renew insurance if your property is Category 3. However, ICNZ notes that insurers are looking to support customers in any way that they can. It is important to have some open and honest conversations with your insurer about your specific situation and what options there are to resolve that situation. ICNZ: See directly above. NZCRS recommends being clear that you are only looking for cover between the end of your policy and when the Category 3 buy-out process is complete.



In a Category 3 buy-out, if the amount is less than the purchase price, does insurance cover the shortfall, even if the insurance has paid for the repairs earlier.	<ul> <li>b) The property will be valued as at 26 January 2023, being the day before the first of the 2023 extreme weather events that impacted Tāmaki</li> <li>Makaurau. This means the valuation will not take into account the damage caused to your property by the storms.</li> <li>No, it does not. For insured properties, homeowners receive the market value, minus the 5% homeowner contribution and any insurance payouts. For more information, please see the Category 3 Homeowners Handbook, available in</li> </ul>
	the <u>storm recovery documents library</u> . ICNZ: Insurance cover is for direct physical loss suffered as a result of the events. Insurance would not cover a shortfall of the voluntary buy-out offer.
If the insurance remediation is separate from the categorisation, then why is insurance spend taken out of any Cat 3?	If you have already spent some, or all of, your insurance claim payment on repairing damage to your home from the severe weather events, the council will consider this as part of the buy-out offer. This means that if you have spent insurance money on repairs in good faith and can provide evidence of this (such as receipts and photos of storm damage), we will not deduct this amount from the buy-out offer.
Categorisation questions	
I have applied for 2P Category so I can build the retaining wall with some of council funding but did not hear anything yet. So, what can I do regarding this?	Council cannot confirm what category your property will be until the risk assessment process has been completed. For new registrations it takes approximately 19 weeks from submitting the registration form to receive a final category (dependent on the complexity of the property and community situation, priority level, and registration date). More on timelines is available <u>here</u> . If you have property specific questions, please email <u>propertycategory@aucklandcouncil.govt.nz</u>
In some instances, receipts for remediation works are no longer available. Are bank statements acceptable?	If you have spent insurance money on repairs in good faith and can provide evidence of this, we will not deduct this amount from the buy-out offer. If you are unable to provide receipts for the work done, we may accept other evidence such as bank statements, before and after photographs, descriptions of work undertaken including who did the work.



The handbook for Category 3 properties requires homeowners "to have taken all reasonable care to have maximised insurance claims." The reasons for this are obvious – the higher the insurance settlement, the lower the net cost of a buy-out/repair to Council. There will be many Category 2 and Category 3 properties that are fighting with insurers to maximise their claims to cover the cost of repairs. So, what is Council doing to help those homeowners to "maximise their insurance claims"?	If missing receipts are for work undertaken by a contractor, please contact the contractor to get a replacement copy of the receipt(s). We will also ask you to make a statutory declaration that the proceeds of your claim have been spent in good faith on repairing your property. This statement in the Category 3 handbook reflects the fact that insurance claims are the homeowner's responsibility and is a contract between a private individual and their insurance company.
Our insurance company is in the process of scoping the repair of our house's structural formation damage, but council has not yet categorised our property. Do these two processes align at all?	No, these are two different processes and are not dependent on one another. It is important to work with your insurance company to resolve your insurance claims and EQC claims. Categorisation may occur at the same time or may be completed before or after insurance claims are settled.
Cross-lease or multi-unit properties	
I live in a block of units (13 individual owners) who were flooded badly last year, and we are currently waiting for a categorisation. We have been unable to secure any fluvial / pluvial insurance for our body corporate so are now uninsured.	Unless your property is Category 3, there will likely be an insurance company that can provide cover for your property. You may have to change providers, due to the different risk appetites and assessments of insurers. There may be underwriting levers that apply, such as pricing higher excesses, or limitations for cover on certain perils such as flooding.
I am wondering why we cannot seem to get insurance now for future flooding, I was expecting an insurance increase, not necessarily a flat-out removal of any fluvial / pluvial cover. Would appreciate any thoughts.	The main advice from ICNZ is to search the market and see if there are terms that suit you better from another insurer. An insurance broker may be able to assist you in this situation.
What do we do when we belong to a body corporate and the insurance company refused to speak with us. The body corporate manager accepted the payout despite us saying not to it. Nobody will speak to us. We want to make a complaint.	As your concern is about your body corporate manager rather than insurance, we suggest you read <u>this guidance available on the government's</u> <u>Unit Title Services website.</u>



Delay and timeframe related issues		
If there is a delay in repairs due to delays in categorisation and the cost of repairs have escalated will insurance top it up? Should we give prior notice to insurance regards this?	ICNZ has confirmed that there are no circumstances where insurers are delaying settlement awaiting categorisation to be completed. Broadly, as an industry, insurers are 95% settled on all the claims from last year's events. If you have a concern about an escalation of costs beyond settlement or during the process of settlement, the best thing to do is speak directly with your insurer. Have a conversation about why those costs have escalated. NZCRS expects that there would be some support from the insurers, and that is what we're seeing around Auckland. It comes down to what is reasonable, for example, what is a reasonable timeframe to complete the work. As ICNZ said, talk to your insurer, but be specific about what has driven the increase if there has been an increase in costs.	
I am one of the 5% whose claim is still unresolved. I cannot see why my claim is taking so long despite me pushing constantly for a resolution. The claim is relatively straight forward, and I've had no less than seven building reports done - one by me, six by the insurer. I've received no offers although they have accepted the claim. Which of your organisations can help?	ICNZ: Your insurer should be able to provide a clear explanation of the status of your claim and what is needed in order to resolve it. If you are having difficulty with your claim, we recommend that you contact <u>NZCRS</u> for assistance.	
What is a reasonable timeframe for insurance companies to expect work is completed by? My policy covers only X amount for rent loss and they have exceeded the time frame by another 4 months.	ICNZ: Cover for loss of rent is often capped in an insurance policy. This cap is independent of the size of a building damage claim or the length of time expected for repairs. Repair timeframes have been impacted by availability of repairers and materials, accessibility of damaged buildings (some are or were red or yellow stickered) among other factors. You can ask your insurer whether it's possible to increase your cover for loss of rent for future events.	
EQC questions		
I recently found out that a significant amount of water comes streaming out from the retaining wall behind my house during rain. I didn't know this at the time my house was flooded and there was no actual slip I could see. Can I still look at accessing EQC for this? Would the significant leakage from the wall which is very close to my home be considered?	This is a very case specific question. EQC can't give an answer on what would be covered without an assessment. If you believe the damage to the retaining wall was a direct result of the severe weather events last year, then the best way to proceed would be to lodge a claim with your insurer and get it assessed.	



Since the visit of the geotech engineer back in June 2023, we are still waiting as of today for the report to be finalised and provided to us as part of the EQC Claim. Does EQC feel this is an acceptable timeframe?	Without understanding the particular context of the claim, it's difficult to comment on why it is taking so long. Please speak to your insurer to understand what's happening and what's next. Land claims can take a reasonable length of time to resolve due to their complexity. The volume of weather related land claims from last year's weather events was the largest in EQC's history.
We have a slip that did not damage the dwelling itself, currently going through the EQC process. There is building damage now developing due to deteriorations of the slip next to the house. Is this best handled via a new claim or is this still part of the original claim?	The important thing is to engage with your insurer about what the damage is, what caused it, and what it will take to fix it. Your insurer should be able to give you advice on whether they think you need to lodge a second claim for the consequential/ongoing damage. Without knowing the details of the situation, the general advice from NZCRS would be to lodge another claim, so that it is in the system and can be dealt with.
Does EQC cover land damage and reparations to slips in council- owned reserve land? If land where the damage is owned from the council, but a driveway and only access to the house, why isn't that part of land covered under EQC cover?	The EQC Act provides some limited land cover for land within the property boundary. If the damage occurs on council property, beyond the boundary then that is not included as part of the damaged land that would be covered, but if anything has come into the boundary then it may be covered. Generally, the boundary is the limit of the cover for those properties.
The EQCover settlement I received is a fraction of the cost of building the retaining wall needed to fully repair my property and I don't have the means to fund the difference. Why don't payments reflect the cost of the necessary work?	EQC provides limited land cover under the EQC Act. The EQC Act requires EQC to limit that cover at the value of the damaged land, and that's often the main reason why the cover is not quite enough to do the repair. If the settlement is not enough to do the repairs that have been suggested in the scope of works, EQC recommends getting advice on other repairs that can be done. There might be other options that are more cost-effective or suitable for your needs.
Other insurance questions	
My house has a large landside next to the house foundation. My insurer says they can't do anything as the house is still standing. EQC only provides 20% of the whole potential fix cost. Our council categorisation is Cat 1. We have tried the NZ Claims Resolution Service, however nothing came out of that. We	<ul> <li>EQC: When it comes to the cost of repairs, EQC recommends getting advice on other repairs that can be done. There might be other options that are more cost-effective or suitable for your needs.</li> <li>ICNZ: Your home insurance policy provides cover for your home for physical damage that has occurred. So, if no damage has occurred to the home, there would not be any cover from the insurance policy.</li> </ul>



cannot afford any more mortgage from the bank. Where can we find help to keep my family safe?	If you have received a Category 1, this means your home has been assessed as having a tolerable risk to life from future severe weather events. To talk through the support that may be available to you, please contact our navigator service.
Is the insurance industry looking at reworking the definition of damage? At present an insured property has coverage only when loss occurs as a result of physical loss or damage. This means there is a large gap for loss that occurs due to the threat of physical damage that may (or may not occur) in the future or may be imminent. This loss 'gap' can easily be fixed by redefining damage as 'loss or damage that results in the loss of use (partial or total) of the insured property'	ICNZ: The definition of damage in insurance terms is a fundamental principle. Damage is physical loss that has occurred. There is cover on many insurance policies for loss of use of an asset like a home in the form of temporary accommodation. Where people are not allowed to return to their home because it's been deemed unsafe (for example through a red placard), that loss of use may become permanent (i.e. in Category 3). In the scenario of Category 3 properties, the council will purchase the home, up to 95% of the valuation as at 26 Janaury 2023, to account for the intolerable risk to life from future severe weather events.
	EQC: The EQC Act, as well as providing cover for damage that's actually occurred, it covers 'imminent damage', which is basically damage that is most likely going to occur as a direct result or that natural hazard within the twelve months form the date of the original event. More information is available on the EQC website.
I had insurance cover during Gabrielle but no cover during floods. The claims were lodged after the cyclone. Now my insurance provider is saying that the damages occurred during the floods when I had no cover, but I had cover during Gabrielle. But the damage happened during both events. What can I do?	NZ Claims Resolution Service can help with this situation. This is quite a complex situation. Where there's multiple events and some of those are covered under a policy and some of those aren't. It comes down to when the cover was in place and when the damage occurred. If damage occurred when there wasn't cover in place then that won't be covered, but the damage that occurred when it was in place will be. There may be consequential damage happening between the two events as well. In a situation like this, homeowners could reach out to NZCRS for assistance.
	ICNZ: It should be noted that, if damage occurred during the floods that then wasn't disclosed to an insurer when cover was taken out before Cyclone Gabrielle, the lack of disclosure of existing damage could have impacts on



	cover while the policy was in force. This should be discussed with the insurer
	directly for a clear response as to what cover is available.
Are the insurance companies and the banks and Council "working together" or sharing information?	We are moving into more of a working relationship so that we're more joined- up to be able to serve our homeowners in Auckland. However, information and data sharing is a challenge due to privacy legislation and concerns. We are working on a way to allow homeowners to give their permission for the Council and ICNZ, EQC and NZCRS to share information on a property. This would allow us to resolve issues more efficiently.
	NZCRS: When people sign-up with NZCRS they sign a consent form which gives them the ability to have the collaboration and conversations across the insurers, EQC, and other parties.
	ICNZ is working in partnership with EQC, NZCRS, and Auckland Council in the recovery. Our members, where they have permission from a customer, may be able to share information with a customer's bank, but this would be determined on a case-by-case basis. In many cases, it is best for an insurer to communicate directly with their customer to ensure the customer has all the information.
If my insurance company insists that I have to cash settle, but I would prefer a managed repair, can I choose or do I have to take what is offered?	NZCRS: This is case specific but in general terms it comes down to the policy and what options are available to the insurer under their specific policy. Not all policies are the same. For example, some insurers can't do managed repairs under their policies. If you are unsure, you can seek advice on your situation from <u>NZ Claims Resolution Service.</u> In general terms, once an insurer has made a formal election under the policy, it would only be by agreement that this would be expected to change.
	ICNZ: It is important to understand the reasons why the insurer has elected to cash settle. It may be that this is the best course of action or the only viable option. If you're not sure whether your insurance provider is going to do a managed repair or cash settlement, it's important to get in touch with your insurer to find out.



Questions about public land/council owned	
Are insurance companies going to hold the council accountable for some of the flooding and ongoing issues with people's homes? Especially where the council storm water drains are overflowing, and that overflow is entering otherwise unaffected properties. Why should these properties have negative impacts on them and mass premium increases due to neglect from council to provide adequate stormwater?	Stormwater flows across public and private land through open drains, culverts, pipes, along roads and via overland flow paths, parks, wetlands and streams on its way to the sea. We have an ongoing programme to replace and improve our stormwater pipe infrastructure, but pipes alone will not prevent flooding. Water needs to be able to flow freely and safely through our neighbourhoods. With the increasing number and intensity of extreme rain events, we all need to be prepared and become more resilient to flooding. ICNZ: Insurers assess risk and, once a loss has occurred, assess damage. They are not in the position to assess the adequacy of council stormwater drainage systems. If a property owner is not satisfied with the drainage on or around their property, they should take this up directly with council. If any improvements are made to the stormwater drainage and this, in turn, mitigates the risk of future flooding, it would be worth pointing out to an insurer that the risk has been reduced.
I have a property that has had several Geotechs advise the slip was caused by a council drain and has now caused a large slip up to within 5m of my property, how will council deal with this situation? Additional help	Where homeowners have applied for categorisation, the site will be assessed by geotechnical engineers. If there are signs of significant failure, then the council will work with impacted owners and insurers on any preventative action that may be required.
Most of us are struggling with getting help and you advise we call whānau or legal help. If you have no whānau and legal help is out of your means - then what?	We recommend that you contact NZ Claims Resolution Service if you need support with insurance claims: <u>https://www.nzcrs.govt.nz/</u> . They provide free and independent advice and support. Our Storm Recovery Navigation Service can also help connect you with free advice, support and services for accommodation, finance, mental health, insurance, and much more. You can contact them by emailing <u>navigators@aucklandcouncil.govt.nz</u> or phoning 09 884 2070.