

LIMITATION PERIOD FOR CLAIMS WITH INSURERS

[Address]
[Date]

Case Manager
[Insurer]

By email: [email address]

Dear Sir/Madam

[ADDRESS/CLAIM NOS/INSURANCE POLICY NO]

Limitation Period for earthquake damage claims

We are writing to you about the limitation period for our claim(s).

We understand that you are a member of the Insurance Council of New Zealand ("**ICNZ**") and that you agreed to ICNZ's announcement on 18 December 2015 that:

"[You] have agreed not to plead a defence under the Limitation Act 1950 or Limitation Act 2010 for any residential claim relating to the Canterbury Earthquakes where proceedings are filed in the Courts before 4 September 2017.

We have seen Tower Insurance's position that in addition to the ICNZ agreement, Tower considers that the six year limitation period begins from the time a claim is settled or rejected, rather than from the date of the original earthquake.

We are doing everything we can to have our claim(s) resolved as soon as possible. However, given the history of our claim(s), we are concerned that it may not be resolved by 4 September 2017.

While we do not necessarily accept that the limitation period for our claim(s) will expire on 4 September 2017, we are concerned that you may consider that it does expire then, and that you may rely on it as a defence to any claim we may be required to bring. Therefore, please confirm whether you:

- (a) Agree with Tower Insurance's position, in which case the limitation period for our claim(s) has not begun; or
- (b) If you do not agree to Tower Insurance's position if you will agree to extend the ICNZ limitation period date to 4 September 2018 in respect of our claim(s) for the earthquake damage to our home.

Please respond within 14 days.

Yours