

Earthquake Commission should reimburse claimant's travel costs when staff fail to attend meeting

Legislation	Ombudsmen Act 1975
Agency	Earthquake Commission
Ombudsman	Chief Ombudsman Peter Boshier
Case number(s)	413718
Date	May 2017

Earthquake Commission asked to reimburse claimants who travelled to Christchurch from Auckland to attend a meeting with EQC officials who failed to arrive—Ombudsman concluded EQC failed to provide the level of service required in the circumstances—EQC asked to offer ex gratia payment to compensate losses incurred and to apologise

The complainants claimed that it was unreasonable of the Earthquake Commission (EQC) not to reimburse their travel costs when its staff had failed to arrive at a meeting organised between EQC the complainants, at their Christchurch property. By this time, the complainants lived in Auckland.

The meeting between the property owners and EQC was to have taken place in April 2014 but was cancelled when EQC's representative failed to attend. The representative had gone on holiday and no arrangements were made for somebody else to attend in his place or to re-schedule the meeting.

Following the Chief Ombudsman's notification to EQC that the matter would be investigated, EQC advised that it would make a 'good will' payment to the complainants and apologise for the cancellation of the meeting. It was understood that EQC's payment would be a contribution towards reasonable return travel costs. The Chief Ombudsman considered that EQC's decision to settle the complaint on this basis was reasonable. A 'reasonable' sum was arrived at by EQC to cover the travel expenses and while not the full amount requested by the complainants, the Chief Ombudsman concluded that the amount was reasonable in the circumstances. Given EQC's undertaking to address the complaint in this way, the investigation was discontinued.

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