**DEED DATED**  **20**

**BETWEEN**

**(Vendor)**

**AND**

**(Purchaser)**

**DEED OF ASSIGNMENT OF TOKA TŪ AKE EQC CLAIMS AND INSURANCE CLAIMS**

**THIS DEED** ismade this day of 20

**BETWEEN VENDOR: \***

**AND PURCHASER: \***

**INTRODUCTION:**

1. The Purchaser has an unconditional contract to purchase from the Vendor the property at \* (“the Property”), pursuant to an Agreement for Sale and Purchase dated \* (“the Agreement”), with settlement of the purchase to occur on \* (“Settlement Date”).
2. The Property was damaged by the Auckland Floods (January 2023) and/or Cyclone Gabrielle (February 2023) (separately, and together, "Events").
3. The Vendor has lodged a claim with Toka Tū Ake EQC, also known as the  Earthquake Commission (“EQC”) in respect of the Property under claim number \*, and with their insurer under claim number \*. (“the Claims”)
4. At the time of the Claims the Vendor held insurance with \* under policy number \*.
5. The Vendor agrees to assign their rights under the Claims to the Purchaser.

**IT IS AGREED:**

1. **Disclosure**
   1. The Vendor warrants as follows:
      1. That the Claims listed above are the only Claims relating to the Property.
      2. That the Vendor has disclosed all EQC and/or Insurance information to the Purchaser.
      3. That the Vendor has not received any funds from EQC and/or the insurers pursuant to the Claims;

*Or*

That the Vendor has received funds from EQC and/or the insurers pursuant to the Claims and such funds have been applied to emergency repairs/repairs that have been scoped by EQC and/or the insurers;

*Or*

That the Vendor has received funds from EQC and/or the insurers pursuant to the Claims and such funds are being assigned to the Purchaser.

**[Amend clauses and delete options as appropriate]**

* + 1. That the Vendor hereby authorises EQC to provide all information requested by the Purchaser in relation to all EQC claims on the Property to the Purchaser at the request of the Purchaser.

1. **Assignment**
   1. In consideration of the settlement of the purchase of the Property by the Purchaser, the Vendor as from the Settlement Date assigns absolutely to the Purchaser, all the Vendor’s right, interest and title to the Claims and the resulting proceeds.
   2. The Vendor warrants that they have not committed any act or made any statement that would invalidate the Claims.
   3. The Vendor agrees to assign all Claims to the Purchaser, whether those Claims are with EQC or the insurer, but not noted in this Deed, in relation to damage sustained to the Property.
   4. This assignment does not affect any of the rights or obligations of the Purchaser or the Vendor arising under the Agreement.
2. **Insurance Valid**

3.1 The Vendor warrants that they had a valid New Zealand house (fire) insurance policy in place in respect of the Property at the date of the Events and have not committed any act or made any statement that would invalidate that policy.

1. **Co-operation**

4.1 In order for the Claims to be completed, if required, the Vendor will co-operate with the Purchaser in dealing with any representative of EQC and sign all documents necessary to finalise the Claims.

4.2 For the avoidance of doubt, the excess payable will fall to the party who received the benefit of the repairs at the time the repairs were carried out, or should the Claims be cash settled, the excess payable will fall to the party receiving the payment.

1. **Counterparts**

5.1 This Deed may be executed in any number of counterparts (including e-mail and facsimile copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Deed by executing any counterpart.

1. **Governing Law & Jurisdiction**

6.1 This Deed shall be governed by, and construed in accordance with, New Zealand Law and the parties submit to the jurisdiction of the New Zealand Courts.

**EXECUTION**

Executed as a Deed:

**SIGNED** by ]

and ] …................................... …………..…………................

as Vendor in the presence of: ] (Vendor) (Vendor)

Witness Signature: ………………………………………………..

Witness Name: ………………………………………………..

Witness Occupation: ………………………………………………..

Witness Address: ………………………………………………..

**SIGNED** by ]

and ] …................................... …………..…………................

as Purchaser in the presence of: ] (Purchaser) (Purchaser)

Witness Signature: ………………………………………………..

Witness Name: ………………………………………………..

Witness Occupation: ………………………………………………..

Witness Address: ………………………………………………..

The contact details for the Purchaser are as follows:

**Purchaser:** First Name: Surname:

**Secondary Contact:** First Name: Surname:

Home phone: ( ) Contact time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work phone: ( ) Contact time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile phone: Contact time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:

Preferred method of communication \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTICE OF ASSIGNMENT**

**TO:** EQC – Claim Number: \*

Email: [info@eqc.govt.nz](mailto:info@eqc.govt.nz)

**TO:** Insurer \* - Claim Number: \*

Email: \*

**FROM:**  \* (“the Vendor”)

**\*** and **\*** give you notice that all of their rights in respect of any claim they may have against you in respect of damage suffered from the Events and the date of this Deed have been assigned to **\*** (“the Purchaser”) in accordance with the attached Deed of Assignment of EQC and Insurance Claims and Section 50 of the Property Law Act 2007.

All obligations owed by you to **\*** and **\*** will now be owed to **\***.

Dated:

……………………………………………………. ……………………………………………………….

Vendor’s Name Vendor’s Name