

the Wellington Red Cross headquarters, asking that the Eastern Bay of Plenty be considered for assistance in the nature of international aid. The Corporation's defence for this statement was that the person who made the statement honestly thought she was acting on behalf of 25 000 people and that the Red Cross representative had written to Red Cross, Wellington, asking that the Eastern Bay of Plenty be declared an international disaster zone worthy of international Red Cross attention.

There was no evidence produced by the Corporation that she had direct support from those people or had even canvassed the issues with them before making that request. The inaccuracy is compounded by the assertion that the 25 000 people were "so desperate that . . ." they took the action.

The statement is inaccurate and misleading. It should not have appeared in the programme. It cannot be justified by the statements made by the Corporation that the woman who wrote the letter assumed that she was doing so on behalf of 25 000 people or by the producer that did not think it would be interpreted so literally.

2. The complainant complains of the statement that "many locals fell cheated by what the Earthquake and War Damages [sic] Commission is offering . . ."

The tone suggests that the Commission has some discretion. The complainant's argument is that the Commission is bound by the law and that the legal position was not adequately explained. We agree but we cannot find the statement to be inaccurate or misleading other than the failure here (and throughout the programme) to give the Commission its correct name.

3. A man who was very upset by the earthquake and the aftermath made statements critical of the assessors of the Earthquake and War Damage Commission. The complainant said that his emotional contribution to the programme was his personal testimony, but it was not balanced by other personal testimonies relating to the effectiveness of the conduct of the Government agencies and the Commission.

We do not think that any of the statements made by the man in the programme should have been deleted, but the criticism made that assessors from outside the area did not understand local values should have been dealt with by confirming it as a widespread feeling, or else it should have been balanced by obtaining some other comment from the Commission or other claimants on that issue. No attempt was made to state why such assessors were used.

4. The reporter stated that the Emergency Relief Centre believed that the Government was largely ignoring the magnitude of the damage. The complainant said inquiries "lead me to believe" that was not the position of the relief centre.

The BCNZ said it was accurately reporting Mrs Brill, the chairwoman of the centre, who could be expected to put the views of the relief centre about the needs of the community after the earthquake.

The Tribunal does not uphold this criticism since the reporter was entitled to accept the chairwoman's statements as representing the centre's views.

5. The programme should have made the point that the experiences related of specific insurance claims could be explained by reference to the law and the circumstances. First, that in respect of one person quoted, indemnity insurance was what had been insured for and not replacement insurance. And in the other case, that the property had been over-insured.

There was a complaint that it was reported that one resident would be paid only \$5,000 for a claim, when in fact it was to be \$9,000 in respect of the house. The Corporation pointed out that this was not known at the time of the programme and the cheque for the higher amount only arrived after the programme.

The complainant produced a copy of a letter written to the *Dominton* newspaper by the secretary of the Commission saying that the Commission had not been approached at any stage to provide correct information, and pointing out that the Commission is only permitted to pay the lesser of the indemnity value or the sum insured with the insurance company. One of the complainants had the contents insured for only \$2,000.

The Commission also pointed out that some 2 years earlier it had distributed a brochure to all New Zealand householders which provided information about details of the cover.

The chairwoman of the relief centre said:

"The earthquake is an act of God according to the various acts and regulations that we read. So if it was an act of God why are the people having to pay for that?"

The complainant said that the statement was in law absolutely incomprehensible. The Tribunal finds that that is no reason for preventing it from being broadcast. It appears to the Tribunal to state the concern that they should be covered by insurance for what was an act of God. But that opinion of the law should also have been shown to be quite wrong in law.

Mr Roberts put the position clearly to us thus:

"The Earthquake and War Damage Act 1944 has the effect of providing compulsory insurance against earthquake and certain other specified natural disasters in all cases where fire insurance is purchased. The Earthquake and War Damage Commission collects a premium of 5 cents for every \$100 of fire insurance cover, the premium being collected by insurers with fire insurance premiums. The premiums are paid to the Commission which in turn provides earthquake cover up to the indemnity value of the property insured, or the sum insured, whichever is the lesser. Insurance cover for the excess value over indemnity value is then available from the insurance company concerned if required and purchased by the insured person."

The programme or a subsequent programme, should have corrected the statement of concern and considered broadcasting an accurate and authorised statement of what can and cannot be recovered in such claims.

The reports about the claims were inadequate and incomplete and therefore inaccurate. The uncorrected statements of opinion about an Act of God were confusing.

The complaint in these respects was fully justified.

Reference to indemnity cover as "depreciated value" was unexplained except by reference to payment of some extra "levy" which was intended to mean "additional insurance premium". If the term "current value" (for indemnity cover) had been contrasted with "replacement cost" (for replacement cover) and the relative merits of each briefly explained, the questions which naturally arise in the viewer's mind may have been more clearly answered.

6. All allegation was made that: "Locals have had to put up with bureaucrat after bureaucrat tramping through their damaged houses and how they're in the middle of a paper war that they say is humiliating and inhumane".

It appears to be hyperbole unsupported by any independent corroboration. There is doubt as to whether a check was made with the Commission authority as to the accuracy of this statement but it appears a decision was made not to present the Commission's reaction.

The Tribunal considers that the allegation ought to have been referred to the Commission and an opportunity given for a response. Without doing so, the producer could not possibly have known whether it was true of all or most claimants. If there was doubt about it, then it would be a matter of deciding whether to broadcast that statement with any comment from the Commission. If there was some basis for it then the