

**IN THE DISTRICT COURT  
AT WELLINGTON**

**I TE KŌTI-Ā-ROHE  
KI TE WHANGANUI-A-TARA**

**[2021] NZACC 62**

**ACR 263/19**

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| UNDER            | THE ACCIDENT COMPENSATION ACT<br>2001              |
| IN THE MATTER OF | AN APPEAL UNDER SECTION 149 OF<br>THE ACT          |
| BETWEEN          | WILLIAM ATLEY<br>Appellant                         |
| AND              | ACCIDENT COMPENSATION<br>CORPORATION<br>Respondent |

Hearing: 13 April 2021  
Held at: Auckland/Tāmaki Makaurau

Appearances: The appellant represents himself  
L Mailand for the respondent

Judgment: 20 April 2021

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**RESERVED JUDGMENT OF JUDGE P R SPILLER  
[Late application for review - s 135, Accident Compensation Act 2001]**

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**Introduction**

[1] This is an appeal from the decision of a Reviewer dated 1 October 2019. The Reviewer dismissed an application for review of:

- (a) the Corporation's decision declining to accept Mr Atley's late application for review; and
- (b) the Corporation's decision agreeing to pay for wheelchair parts and repairs.

## **Background**

[2] In June 1996, Mr Atley sustained a back injury. He has since received a number of entitlements regarding that injury including weekly compensation, treatment and social rehabilitation.

[3] On 27 February 2013, a wheelchair and seating trial report found that a “Kuschall K” series wheelchair was suitable for Mr Atley’s injury-related needs. That report identified that five inches by one and a half inch soft roll castors were required for his indoor and outdoor propulsion. These are distinct from the standard castors for this wheelchair, which are five inches by one inch. The wheelchair was duly purchased for Mr Atley.

[4] In 2017, Mr Atley required services relating to his wheelchair and these were provided by the firm Accessable. On 11 August 2017, Mr Atley advised the Corporation that he wanted nothing to do with Accessable, and that he would secure his own service provider. On 4 September 2017, the Corporation sent a letter to Mr Atley confirming this. On 14 September 2017, Mr Atley submitted a letter and an invoice from Able Tech Services Ltd (“Able Tech”), whom he had contacted independently of the Corporation.

[5] On 16 October 2018, Mr Atley wrote to the Corporation advising that Able Tech had serviced his wheelchair. He noted that he had concerns about the bearings, cross-threaded studs and axles.

[6] On 25 October 2018, the Corporation wrote to Mr Atley informing him that it had received an email from Able Tech which advised:

The work has been carried out and completed last week on Tuesday the 16th October. The wheelchair tyres and tubes have been changed and the service was carried out also which included the following items: lube, clean and adjust front castors; adjust tightness of main front fork housing and bearings; adjust brakes; check all nuts and bolts on wheelchair and adjust as necessary. Noted that the front castors and hub bearings need to be replaced at the next service due to too much movement in bearings and castor rubber wear and tear.

[7] On 2 November 2018, the Corporation wrote to Mr Atley again, advising that it had asked Able Tech to contact Mr Atley about his wheelchair issues. An Able Tech invoice, dated 6 November 2018, recorded that it had completed a service call to replace the bearings in the front castor fork.

[8] On 22 November 2018, Mr Atley wrote to the Corporation, advising that the wheelchair was still in need of repairs as Able Tech had over-tightened the castor nuts. In his letter, Mr Atley indicated that he was unable to grease the bearings. He also expressed his dissatisfaction with the “poor standard and design” of his “out dated” wheelchair, and that it needed the bearings replaced too often.

[9] On 5 December 2018, the Corporation wrote to Mr Atley and advised that it would again contact Able Tech about the wheelchair repairs. The Corporation added: “You are of course, able to contact them directly to arrange the repair. It is not unreasonable for a client to contact the provider directly”.

[10] On 5 December 2018, Able Tech responded to the Corporation’s enquiry, advising that it needed to confirm the availability of the required parts with suppliers, but, in the meantime, the wheelchair was totally safe to use.

[11] In an email dated 14 December 2018, Able Tech again confirmed the interim safety of the wheelchair. A quote sent later that day identified that the repairs required two five-inch front forks, two bearing kits, a bearing block cap, and two new wheels described as “Wheel - Castor 5"-3 SPK-Black”.

[12] On 17 December 2018, the Corporation issued a decision approving the repairs and parts for Mr Atley’s wheelchair. The Purchase Approval stated that the Corporation had approved the following services with Able Tech: front fork five inches, bearing kit, bearing block cap (chrome), and wheel Caster 5"-3 SPK-black.

[13] On 7 February 2019, Mr Atley called the Corporation, enquiring as to when his wheelchair would be fixed. On the same day, the Corporation wrote to Mr Atley to advise that it had asked Able Tech for an update about the repairs, and that it

would arrange a wheelchair and seating assessment. Again, the Corporation encouraged Mr Atley to arrange a suitable time directly with Able Tech.

[14] On 8 February 2019, Able Tech emailed the Corporation to confirm that it had received the necessary parts but could not complete the job until 18 February 2019.

[15] On 15 February 2019, the Corporation wrote to Mr Atley to advise that it had approved a social rehabilitation needs assessment and a wheelchair and seating reassessment. The purpose was to assess whether a new wheelchair would be more appropriate.

[16] On 15 February 2019, the Corporation wrote to Mr Atley to advise that Able Tech would be able to undertake the repairs the following week and contact him to arrange an appointment time. The Corporation further advised that if Mr Atley did not hear from Able Tech, he could contact them directly. The Corporation informed Mr Atley that the wheelchair and seating assessment had been arranged and the provider would be in contact within three weeks to arrange a suitable appointment time.

[17] On 19 February 2019, Able Tech attempted to conduct the repairs at Mr Atley's home. The tax invoice later provided by Able Tech recorded that: "client became frustrated and requested for us not to proceed with the job as he was going to find someone else to do this for him. Mr Atley requested we send the parts to him". A file note the same day recorded that Mr Atley left a voicemail that was highly critical of Able Tech, alleging that it had caused damage and was unqualified.

[18] On 19 February 2019, the Corporation wrote to Mr Atley and noted that issues had arisen with Able Tech completing the wheelchair repairs. The Corporation advised that Able Tech had agreed to send Mr Atley the required parts and would not complete the repair as he requested. The Corporation noted that Accessable and Able Tech were not willing to work with Mr Atley, and he would need to arrange for the repairs to be undertaken himself.

[19] On 26 February 2019, following the receipt of several voicemails, the Corporation wrote to Mr Atley. The letter summarised the history of wheelchair servicing providers and confirmed that: “You will need to have your chair assessed prior to any servicing of the equipment if you wish to have the costs covered by ACC. You will also need to source a Supplier as agreed previously”.

[20] On 28 February 2019, the Corporation received a letter from Mr Atley. He alleged that Able Tech had damaged his wheelchair during the servicing on 16 October 2018. This damage was then assessed by Able Tech on 13 November 2018 and it failed to fix the damage. On 22 February 2019, he received parts that Able Tech had ordered, but these were the incorrect parts.

[21] On 5 March 2019, the Corporation wrote to Mr Atley again, repeating that he was to arrange for his own provider if he wished to have his wheelchair repaired.

[22] On or about 7 March 2019, Mr Atley purchased wheelchair tyres from Melrose Kiwi Concept Chairs (“Melrose”).

[23] On 15 March 2019, the Corporation wrote to Mr Atley again, responding to a voicemail from the day before where he had advised of his refusal to proceed with a wheelchair and seating assessment. The Corporation stated: “Once you confirm who will be undertaking the repairs to your wheelchair we can move forward”.

[24] On 20 March 2019, the Corporation asked Mr Atley to confirm the details of the wheelchair repairer and whether he would like to proceed with a wheelchair and seating assessment.

[25] On 3 April 2019, the Corporation approved reimbursement for the wheelchair tyres purchased on or about 7 March 2019.

[26] On or about 29 April 2019, Mr Atley purchased two castor wheels for \$549.76, for his wheelchair from Melrose. The wheels purchased were described in the invoice as: “castor wheel 5" alloy soft roll”. On 8 May 2019, Mr Atley advised the Corporation of this purchase.

[27] On 10 May 2019, the Corporation wrote to Mr Atley referring him to the Corporation's letter of 26 February 2019, requiring the chair to be assessed prior to any replacement of equipment. The Corporation noted that the invoice from Melrose was for "Castor Wheel x 2", however, the Corporation had paid Able Tech for Castors in February 2019 and these were delivered to Mr Atley. The Corporation noted that it needed a report from a supplier outlining the services required and a rationale for why the castors purchased in February 2019 were not suitable or required replacement again.

[28] On 15 May 2019, the Corporation received a letter from Mr Atley asserting that the damage to his wheelchair had been caused by a provider commissioned by the Corporation and, therefore, it needed to repair the chair as soon as possible.

[29] On 17 May 2019, the Corporation received a further letter from Mr Atley. He stated that he understood that the Corporation had approved Melrose as a supplier because it had reimbursed tyre purchases from Melrose in the past. Mr Atley also declined a wheelchair assessment on the basis that his wheelchair was prescribed by an occupational therapist commissioned by the Corporation and that it met his requirements.

[30] On 20 May 2019, the Corporation again invited Mr Atley to have an updated wheelchair and seating assessment and noted his refusal to participate thus far. It also restated that Mr Atley needed to source a supplier to undertake the repairs on his wheelchair. The supplier would need to submit a report to the Corporation outlining what repairs were required along with a price estimate. The Corporation would consider this information once it was received.

[31] On 22 May 2019, Mr Atley applied for a review of the decision of the Corporation dated 17 December 2018.<sup>1</sup> The application was received on 28 May 2019. Mr Atley stated that he was still waiting for the correct parts for his wheelchair, wanted this repaired, and referred to the damage done to the wheelchair by Able Tech. His reasons for the late review (more than three months since the Corporation's decision) were that:

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<sup>1</sup> See above at [12].

- (a) he had no knowledge of the incorrect parts that the Corporation had purchased for the wheelchair before he was informed of this on 22 February 2019; and
- (b) this was not the first time that the Corporation had purchased the incorrect parts for the wheelchair and had taken over three months to replace the incorrect parts.

[32] On 30 May 2019, the Corporation notified Mr Atley that his application was received out of time (the deadline being 17 March 2019) and invited him to comment on why this was the case.

[33] On 31 May 2019, the Corporation received an undated letter from Mr Atley requesting invoices relating to Able Tech.

[34] On 4 June 2019, the Corporation wrote to Mr Atley enclosing the Able Tech information from 22 December 2018 to 4 June 2019 and noting that he had a copy of his full claim file with information up to 21 December 2018.

[35] On 17 June 2019, the Corporation received a letter from Mr Atley reiterating his desire for the wheelchair to be fixed, but without comment on why his application for review should be accepted outside the three-month statutory time limit.

[36] On 18 June 2019, the Corporation issued a decision advising Mr Atley that it would not be accepting his late review application.

[37] On 21 June 2019, Mr Atley applied for review of the Corporation's decisions of 17 December 2018 and 18 June 2019.

[38] On 10 September 2019, review proceedings were held. Mr Atley did not attend. On 16 September 2019, the Reviewer noted that she had received written submissions from Mr Atley dated 10 September 2019. On 1 October 2019, the Reviewer dismissed the review, on the basis that there was no reasonable explanation for the lateness in challenging the 17 December 2018 decision of the

Corporation and, therefore, there was no jurisdiction to consider the decision of 18 June 2019.

[39] On 9 October 2019, a Notice of Appeal was lodged. Mr Atley stated that the relief he sought was reimbursement of the invoice from Melrose for \$549.76.<sup>2</sup>

### **Relevant law**

[40] Section 135 of the Accident Compensation Act 2001 (“the Act”) sets out the time required for the lodging of a review application:

- (1) A review application is made by giving an application that complies with subsection (2) to the Corporation.
- (2) The application must –
  - ...
  - (f) be made within 3 months of -
    - (i) the date on which the claimant has a decision under section 58;
    - ...
- (3) Despite subsection (2)(f) and (g) and any time frame prescribed regulations made under section 328A for the lodgement of a review application, the Corporation must accept a late application if satisfied that there are extenuating circumstances that affected the ability of the claimant to meet the time limits, such as -
  - (a) where the claimant was so affected or traumatised by the personal injury giving rise to the review that he or she was unable to consider his or her review rights; or
  - (b) where the claimant made reasonable arrangements to have the application made on his or her behalf by an agent of the claimant, and the agent unreasonably failed to ensure that the application was made within the required time; or
  - (c) where the Corporation failed to notify the claimant of the obligations of persons making an application.

[41] In *Smith v ACC*, Judge Ongley accepted that there were extenuating circumstances in light of the serious side effects of the appellant’s medication, and his mother’s illness and death when the advocate was supposed to be preparing the review application.<sup>3</sup>

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<sup>2</sup> See above at [26].

<sup>3</sup> *Smith v Accident Compensation Corporation* [2010] NZACC 66. In *Clark v Accident Compensation Corporation* [2013] NZACC 191, extenuating circumstances were found where

[42] Judge Ongley stated:<sup>4</sup>

The legislative language does not suggest a high threshold of circumstances causing difficulty in filing an application in due time. “Extenuating” does not suggest a need to show unusual or extraordinary circumstances. It is more akin to mitigating or explaining. The extenuating circumstance must be something of reasonable substance. Oversight or forgetfulness, for example, could not suffice on its own: *Gordon v ACC* (165/05). Secondly, the claimant needs to provide the Corporation or the Court with enough information to decide whether there are extenuating circumstances in a given case. The information needs to match periods of delay with reasons for delay. Vague assertions are unlikely to be enough.

[43] In *Adams-Richardson v Accident Compensation Corporation*, Judge Beattie found no extenuating circumstances, and stated:<sup>5</sup>

Thus it is clear, as a matter of law, that the extenuating circumstances which will allow for a late application for review to be accepted are those which relate to factors which affect a claimant’s ability to meet the statutory time limit. In that regard therefore, it is the case that it is only circumstances that pertain within that 3-month period that can be considered and not circumstances which may have arisen outside the 3-month time frame.

...

The statutory provision regarding Application for Review makes it clear that the application must be lodged within a 3-month period and it is the case that prior to the commencement of the Accident Compensation Act 2001 there was no provision whatsoever for any relaxation from that statutory time limit and it must be seen, even with the introduction of s 135(3), that the statutory time limit must be strictly observed. It is stated so as an imperative.

## Discussion

[44] The issue in this case is whether the Reviewer’s decision, dismissing a review of the Corporation’s decision declining to accept Mr Atley’s late application for review, is correct. If this issue is found in favour of Mr Atley, the second issue is whether the Reviewer’s decision, dismissing a review against the Corporation’s

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there was a delay of five days preceded by a variety of personal pressures; and in *Percival v Accident Compensation Corporation* [2014] NZACC 307, where the appellant had a number of psychological conditions.

<sup>4</sup> At [10].

<sup>5</sup> *Adams-Richardson v Accident Compensation Corporation* [2010] NZACC 172 at [9] and [21]. See *Thompson v Accident Compensation Corporation* [2014] NZACC 238. The appellant chose to explore other avenues for resolution and was active in pursuit of these other pathways but those investigations could not have reasonably prevented her from filing an application for review. See also *Guthrie v Accident Compensation Corporation* [2015] NZACC 400. There was no evidence that Mrs Guthrie had any more difficulty than any other claimant in understanding that an application for review needed to be filed within three months.

decision agreeing to pay for wheelchair parts and repairs (the subject of Mr Atley's application for review), is correct.

*The Corporation's decision declining to accept the late application for review*

[45] On 17 December 2018, the Corporation issued a decision approving the provision of specified services by Able Tech for the repair of Mr Atley's wheelchair. In the decision, the Corporation's case manager invited Mr Atley to contact her if he had any queries about the decision. The Case Manager noted that, if Mr Atley was still unsatisfied, he could ask for an independent review of the decision, and the review process was outlined in the enclosed *Working Together* fact sheet.

[46] On 28 May 2019, the Corporation received Mr Atley's application for review of the above decision, noting his reasons for the late application.<sup>6</sup> On 30 May 2019, the Corporation notified Mr Atley that his application was received out of time and invited him to provide any information that supported his reasons and any other reasons why he thought the Corporation should accept the application. On 31 May 2019 and 17 June 2019, Mr Atley wrote to the Corporation on matters relating to his wheelchair but did not add any comment on why his application was submitted beyond the time limit. On 18 June 2019, the Corporation issued a decision advising Mr Atley that it was unable to accept his application because the circumstances he had explained should not have prevented him from applying in time.

[47] In terms of section 135(1)(f) of the Act, a review application must be made within three months of the date on which the claimant has a decision. In Mr Atley's case, he was required to lodge his review application by 17 March 2019, and so his application was lodged over 10 weeks late. However, the Act provides that the Corporation must accept a late application if it is satisfied that there are extenuating circumstances that affected the ability of the claimant to meet the time limits.<sup>7</sup> The three examples given in the Act are:

- (a) where the claimant was so affected or traumatised by the personal injury giving rise to the review that he or she was unable to consider his or her review rights;

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<sup>6</sup> See above at [31].

<sup>7</sup> Accident Compensation Act 2001, s 135(3)

- (b) where the claimant made reasonable arrangements to have the application made on his or her behalf by an agent of the claimant, and the agent unreasonably failed to ensure that the application was made within the required time; and
- (c) where the Corporation failed to notify the claimant of the obligations of persons making an application.

[48] There is no evidence that the first example applies here. Mr Atley's original injury was sustained over 22 years before the Corporation's decision, and he did not allude to trauma arising from the most recent issues as a reason for lateness. The second example does not apply, as Mr Atley has represented himself. The third example also does not apply, as the Corporation notified Mr Atley of the review process when issuing its decision in December 2018. Further, Mr Atley is well aware of the requirements of making a review application, as he has previously made repeated applications for review.<sup>8</sup> One of these proceedings concerned the lodgement by Mr Atley of a review application out of time and whether he had extenuating circumstances for doing so.<sup>9</sup>

[49] The three examples provided by section 135(3) are not intended by the Act to be the only instances of extenuating circumstances. What they do reveal, however, is that extenuating circumstance must be of reasonable substance, as where there is delay of only a few days caused by a variety of personal pressures, or there is any combination of significant health, domestic and psychological conditions affecting the claimant's behaviour.<sup>10</sup> It has been held that oversight, forgetfulness and vague

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<sup>8</sup> See *Atley v Accident Compensation Corporation* DC Auckland AI 291/04, 8 April 2005; *Atley v Accident Compensation Corporation* DC Auckland AI 386/04, 5 April 2005; *Atley v Accident Compensation Corporation* DC Wellington AI 47/05, 4 July 2006; *Atley v Accident Compensation Corporation* DC Wellington AI 151/05, 12 July 2006; *Atley v Accident Compensation Corporation* DC Wellington AI 152/05, 12 July 2006; *Atley v Accident Compensation Corporation* DC Wellington AI 512/05, 27 October 2006; *Atley v Accident Compensation Corporation* DC Wellington AI 593/05, 27 October 2006; *Atley v Accident Compensation Corporation* DC Wellington AI 594/05, 27 October 2006; *Atley v Accident Compensation Corporation* DC Wellington AI 612/05, 27 October 2006; *Atley v Accident Compensation Corporation* DC Wellington AI 613/05, 7 November 2006; *Atley v Accident Compensation Corporation* DC Auckland AI 66/06, 13 November 2006; *Atley v Accident Compensation Corporation* DC Auckland AI 67/06, 13 November 2006; *Atley v Accident Compensation Corporation* DC Auckland AI 230/06, 8 March 2007; *Atley v Accident Compensation Corporation* DC Auckland AI 168/06, 2 April 2007; *Atley v Accident Compensation Corporation* DC Auckland AI 96/07, 11 September 2007; *Atley v Accident Compensation Corporation* DC Auckland AI 475/07, 29 May 2008; and *Atley v Accident Compensation Corporation* DC Auckland [2010] NZACC 137.

<sup>9</sup> *Atley v Accident Compensation Corporation* DC Auckland AI 67/06, 13 November 2006.

<sup>10</sup> *Clark v Accident Compensation Corporation*, above n 3; *Smith v Accident Compensation Corporation*, above n 3; and *Percival v Accident Compensation Corporation*, above n 3.

assertions are unlikely to be enough, and that there needs to be sufficient information to support reasons for delay.<sup>11</sup> Thus, there have been held to be no extenuating circumstances where a claimant pursued other investigations that could not have reasonably prevented her from filing an application for review, and where there was no evidence that the claimant had any more difficulty than any other claimant in understanding that the review application needed to be filed within the time limit.<sup>12</sup>

[50] In Mr Atley's case, it is accepted that there was a period of two months between the Corporation's decision approving the repair by Able Tech of Mr Atley's wheelchair, and the attempted repair by Able Tech on 19 February 2019. On that day, Mr Atley complained to the Corporation of Able Tech's services, alleging that it had caused damage. The Corporation immediately agreed that Able Tech would send Mr Atley the required parts for the repair, and that he himself would need to arrange for the repairs to be undertaken by another supplier/repairer. Mr Atley received the parts from Able Tech on 22 February 2019. On 28 February 2019, he wrote to the Corporation alleging that Able Tech had damaged his wheelchair and had failed to fix it, and that the parts that he had received from Able Tech were incorrect.

[51] By this stage, Mr Atley was clearly aware of the circumstances which formed the basis for his subsequent review of the Corporation's decision of December 2018. However, he failed to lodge a review application by the due date of 17 March 2019 and failed to do so for another 10 weeks. During this time, he received repeated correspondence from the Corporation, attempting to resolve his situation. He purchased wheelchair tyres, for which he was reimbursed, and then castor wheels for his wheelchair, for which he claimed reimbursement. Finally, he lodged his application for review on substantially the same grounds as those outlined in his letter to the Corporation three months before. Two days after the lodgement of the review application, the Corporation invited Mr Atley to provide information in support of the lateness of his application, but he did not provide this. Three weeks later, the Corporation advised Mr Atley that it would not be accepting his late review application.

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<sup>11</sup> *Smith v Accident Compensation Corporation*, above n 3, at [10].

<sup>12</sup> *Thompson v Accident Compensation Corporation*, above n 5; and *Guthrie v Accident Compensation Corporation*, above n 5.

[52] When Mr Atley lodged his review application, the two reasons he gave for his late lodgement were that:

- (a) he had no knowledge of the incorrect parts that the Corporation had purchased for the wheelchair before he was informed of this on 22 February 2019; and
- (b) this was not the first time that the Corporation had purchased the incorrect parts for the wheelchair and they had taken over three months to replace the incorrect parts.

[53] The first reason does not explain why Mr Atley did not lodge his review application in the ensuing three weeks before the statutory deadline, nor why he did not lodge his application in the 10 weeks thereafter. The second reason does not appear to have any logical connection with the late lodgement of the review application.

[54] At the appeal hearing, Mr Atley was asked by the Court why he did not lodge a review application in the period between 22 February 2019 and the deadline for the application of 17 March 2019. Mr Atley accepted that he knew of the process for lodging a review application and that there was a deadline for doing so. He said that he was, however, hoping for a favourable response from the Corporation, even beyond the deadline, and continued to wait until he eventually lodged the application on 28 May 2019. The Court does not accept this response as a justifiable reason for the delay, particularly considering the Corporation's repeated expression of its position before the deadline was reached.<sup>13</sup>

[55] In light of the above circumstances, it is found that Mr Atley has not established extenuating circumstances of reasonable substance for the late lodgement of his review application. The following factors have led to me to that conclusion:

- (a) the delay was of a significant period;

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<sup>13</sup> See above at [19]–[23].

- (b) insufficient information has been provided to support the reasons for his delay;
- (c) there do not appear to have been significant health, domestic or psychological conditions causing Mr Atley's delay;
- (d) his own attempts to repair his wheelchair could not have reasonably prevented him from filing an application for review in time; and
- (e) there was no evidence that he had any more difficulty than any other claimant in understanding that the review application needed to be filed within the time limit.

*The Corporation's decision agreeing to pay for wheelchair parts and repairs*

[56] Considering the above finding, there is no jurisdiction to consider the Corporation's decision of December 2018 agreeing to pay for wheelchair parts and repairs to be provided by Able Tech. It is noted, however, that this decision was in favour of Mr Atley's interests. The Corporation has maintained its agreement to pay for Mr Atley's wheelchair parts and repairs, albeit by another supplier or repairer of Mr Atley's choosing and subject to further liaison with the Corporation. On this basis, that Corporation has reimbursed Mr Atley for the purchase of wheelchair tyres. It would appear, therefore, that the present review application serves no real purpose.

[57] It is also noted that Mr Atley stated, in the appeal form lodged in support of his appeal to the District Court, that the relief sought is the reimbursement for his purchase of wheelchair castor wheels. This claim appears to be in response to the Corporation's letter of 10 May 2019, where it required a report as to the rationale for this purchase before reimbursement would be considered. At a telephone conference of 25 February 2021 attended by Mr Atley, the Corporation's counsel undertook to inquire if the matter could be resolved by Mr Atley making a late application for review of the Corporation's letter of 10 May 2019. Mr Atley, however, declined to avail himself of this alternative.

**Conclusion**

[58] I find that Mr Atley has not established extenuating circumstances for his late his application for review of the decision of the Corporation dated 17 December 2018. I also find that the Corporation's decision of 18 June 2019, declining to accept his application, was correct. I, therefore, find that there is no jurisdiction to consider the correctness of the Corporation's decision of 17 December 2018.

[59] The decision of the Reviewer of 1 October 2019 is upheld. This appeal is dismissed.

[60] I make no order as to costs.

A handwritten signature in black ink, appearing to read 'P R Spiller', is written over a faint, circular stamp.

P R Spiller  
District Court Judge

Solicitors: Medico Law, Auckland, for the respondent