

# INDEPENDENT SURVEY REPORT

**Relating to insurance claim  
and reinstatement work  
carried out for  
Mr & Mrs X**

**XXXX  
Chadderton,  
Oldham,  
Lancashire.  
OL9 XXX**

XXXXXXXXXXXXXXXX

INSTRUCTED BY  
**XXXXXXXX**

Prepared by:

**XXXXXXXXXX**

INDEPENDENT CHARTERED SURVEYORS

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## **INTRODUCTION AND INSTRUCTION**

We have been instructed to carry out an independent survey via XXX in relation to the insurance claim at XXX Chadderton, Oldham, Lancashire. OL9 XXX

Our initial contacts at XXX have been:-

- 1) XXX
- 2) XXX

This report is addressed to XXX

We are Independent Chartered Building Surveyors.

We are registered with the Royal Institution of Chartered Surveyors and are members of the Independent Surveyors and Valuers Association (ISVA).

The inspection was carried out by  
XXXX  
Chartered Building Surveyor and Chartered Builder

We have carried out a visual non evasive inspection of the property on  
XXXX

This instruction has been carried out as per our standard Terms and Conditions of Contract which have been emailed to you as part of the confirmation of our instructions. If you would like further clarification please do not hesitate to contact us.

## 1.0) SYNOPSIS

Following major water damage at the property, (which we believe relates to a heating/service pipe failure which we have not investigated) an insurance claim was initiated with the following parties involved:-

- 1.0) XXX – to insure
- 2.0) XXX– initial response work
- 3.0) XXX – to represent the insurance company with the claim
- 4.0) XXX – to prepare a specification and monitor works
- 5.0) XXX – to carry out reinstatement works.
- 6.0) Mr & Mrs X– the insured (decanted from the property)

We have set out the time line of the main activities later on in this report.

Mr & Mrs X advised that the contract was to run from XXX to XXX although we have not seen any programme in relation to this.

We viewed the property on XXXX and the works were incomplete however we were advised by Mr & Mrs X that since the meeting on XXXX matters have started to progress forward.

We have compiled this report from discussions and an inspection where we were accompanied by Mr & Mrs X. We have not had discussions with:-

- 1.0) XXXX (apart from liaising in relation to the instruction)
- 2.0) XXX
- 3.0) XXXX
- 4.0) XXX
- 5.0) XXX

Whilst the focus of our report has been on the instatement work we do feel there are lessons to be learnt with regard to the whole process which we have made limited comment upon but we do feel further investigation is required.

## **2.0) SCHEDULE OF REINSTATEMENT WORKS**

In summary, as we understand it, the works as defined in the Schedule of Reinstatement Works were on a “like for like” basis to bring the property back to the standard that it was originally prior to the insured incident, however we have not seen a copy of the insurance policy and are assuming it is on a “like for like” basis. This, in our opinion, this would normally involved:-

- 2.1) Drying out process, with a measurable defined aim with regard to moisture content of materials in the property.
- 2.2) An agreed specification of work.
- 2.3) A programme of works.
- 2.4) Reinstatement work
- 2.5) Completion of work, hand over to client
- 2.6) Return with regard to snagging of final work.

We are presently between stages 2.4 and 2.5 and have seen a copy of the original Schedule of Reinstatement Works which has been amended with hand written comments in relation to what has and has not been carried out to the standard within the specification.

## **3.0) NATURE OF THE DISPUTE**

As we understand it, we feel that the nature of this dispute falls into the categories:-

- 3.1) Quality of work does not meet the previous quality of work in the property
- 3.2) Management and timing
- 3.3) Costs

## **EXECUTIVE SUMMARY**

Executive summaries are not ideal as they try and encapsulate relatively complex problems in a few precise and succinct words. Having said that here is our executive summary and recommendations:

### **Comments as follows:-**

#### **1.0) Quality of work**

The quality of work does not meet previous quality of work in the property as far as we are able to see visually from our inspection and we would consider is not “like for like” as in some areas different standards have been used. We must precise by saying we did not see the property before the water damage or directly after this occurred nor have seen any photographs in relation to this.

We would additionally comment it will now be difficult to undo some of this work for example; lining paper to hall/stairs/landing area. Such items need strong management by XXXX to ensure that the client receives what was specified rather than what is easiest to carry out.

#### **2.0) Management**

There does not seem to have been any clear satisfactory communication between the insurers, the loss adjustors, the surveying company, the builders and the insured. As far as we understand from our discussions with Mr & Mrs X this relates to poor management practices; specific examples are:-

2.1) Leaving the keys to be collected in a non secure place.

2.2) Tipping paint/grout down the drains.

2.3) Lack of the building management



Paint/grout tipped down the drain

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supervision/direction.

- 2.4) Lack of overall control and communication by XXXX
- 2.5) Mr & Mrs X seem to have become involved with the reinstatement process by way of buying materials etc and showing contractors around which we would not normally expect although we understand that the relationship between Mr & Mrs X and the builders and the reasons for doing this are more complex.
- 2.6) Many changes of Loss Adjustor dealing with this reinstatement of works has caused continuation problems.
- 2.7) We are uncomfortable with XXXX appointing XXXX who in turn have appointed, as far as we are aware, the builder directly. This does not seem a very auditable process.

### 3.0) Costs

We feel costs have been increased in this project as a direct result of:-

- 3.1) The changes to the loss adjustors dealing with this project.
- 3.2) Poor communication between the loss adjustors XXX and XXXX
- 3.3) We feel that there should be clear lines drawn as to what the contractors are responsible for and what the insured; Mr & Mrs X, are responsible for particularly with regard to buying of materials.

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#### **4.0) Summary**

##### **4.1) Causation**

In summary we feel that any client would have lost confidence in the whole insurance process and become extremely frustrated by the whole matter.

We feel the first priority should be to complete the works to a satisfactory standard.

Some form of insured guarantee needs to be given to Mr & Mrs X by both XXX with regard to the structural integrity of the property and XXXX with regard to the quality of work. However we feel as confidence has been lost in both that this should be in the form of a separate insurance backed guarantee.

##### **4.2) Quantifying loss**

We believe that the key loss for Mr & Mrs X has been time which is always very difficult to quantify. We feel the most appropriate way of doing this would be assess how long this claim should have taken if all parties had worked as they should and any time over and above this we believe can be deemed to be where time has been lost and as such Mr & Mrs X should be compensated for this.

We have set out a time line for this assessment to be made on.

**TIME LINE – A brief history of the structure**

We would normally produce a time line with regard to the case in question, which we would be happy to do if this proceeds to court. We feel that at present this is unnecessary given the meeting on XXXX with the overview of reinstatement of work that has been produced by Mr & Mrs X which we would recommend is used as a working document.

The key dates are:-

DATE	DESCRIPTION
XXX	Pipe burst in the loft and subsequent lack of attendance by the appointed company XXX
XXX	Meeting with XXX and subsequent changing of Loss Adjustors.
XXX	The arrival of XXX
XXX	XXX appoint XXX
XXX	XXX first visit to the property.
XXX	Advised that XXX have been appointed Building Contractors.
XXX	First site meeting
XXX	Work on property began

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XXX	Advised that the sixth Loss Adjustor XXX had been appointed.
XXX	Completion of work
XXX	Meeting at property with XXX/client
XXX	Meeting at the property XXX, for and on behalf of XXX and Mr & Mrs X.

We would normally produce a more detailed time with regard to the case in question.

## **SURVEY FINDINGS**

We have set out our specific work issues within the Schedule of Condition section which relates to an overview of the process.

### **1.0) Process of appointment of contractors and professionals to deal with the claim.**

This has been very slow and there does not appear to have been a system of resolving any problems until recently.

### **2.0) Initial making safe, secure and drying out work.**

As we understand it this was carried out mainly by Mr & Mrs X initially and with the contractors XXX who arrived some twenty days after first being appointed XXXX

We would query the communication between Mr & Mrs X, the insurance company, the loss adjustors and XXX.

We would also query if the property was satisfactorily dried out, damp readings were taken.

As a general comment we feel that the Loss Adjustors/Project Surveyors should specify the use of resistance meters (damp meters) and/or thermal imaging cameras to ensure that the property is dried out satisfactorily before work commences as this is the whole basis for the work being carried out to a good, long lasting standard.

### **3.0) Appointment procedure and time scales**

We are uncomfortable with XXX appointing XXX from the point of view that it took twenty one days, from the information we have been provided with, for an appointment and then an additional fourteen days until XXXX surveyor visited the property (as we understand it from our time line).

This length of time is particularly important as the possibility of asbestos was found within the Artex ceiling.

Additionally there seems to be an extended period between the appointment of the project surveyors on XXX and the appointment of the builders on XXX

We would recommend that you look into the procedures used for appointments.

#### 4.0) **Reinstatement work**

##### 4.1) **Was the property dried out sufficiently to commence work?**

From our understanding from Mr & Mrs X there was no check to ensure that the property had dried out sufficiently before work commenced and the removal of items as specified (XXX reinstatement specification) had not taken place in all cases. In addition generally there was some, what we would term, unusual practices for example:-

##### 4.2) **Floors**

The timber for the laminate floor has been provided by Mr & Mrs X, we need clarification if this is standard practice, we are advised that the underlay used was of poor quality and has now been replaced which has meant that this has been double handled.

The protection to the flooring is still poor and we feel that Mr & Mrs X have every right to better protection to the floor to avoid work now the work has been carried out of sequence i.e. the walls and the skirtings are undecorated but the new flooring has been fitted.

##### 4.3) **Floor structure**

Given the extent of the water damage we feel that XXX should have inspected the roof structure and the floors to confirm that there was no long term damage, we need clarification as to whether this has been carried out.

4.4) **Walls**

The property has been decorated in the incorrect colour despite client leaving detailed colour schemes for each room.

We have been advised that the textured paint used on the walls is our experience can be difficult to remove and/or leave a damaged layer beneath.

4.5) **Ceilings**

Many of the ceilings have Artex finishes (it is well known that Artex can have asbestos) and have now been removed and replaced with the exception of the kitchen area. This should have been identified on the initial by a pre-site inspection by XXX

5.0) **Standard of materials used and workmanship.**

There seems to have been, on the face of it, some common sense issues that have caused problems.

5.1) The tiling of the cloakroom sink surround without the matching in of the tiles to the adjacent window sill.

5.2) Poor material selection for example;  
The skirting with the knots.

5.3) Poor quality of tiling for example;  
In the bathroom there have been awkward cuts in the tiles in the most visible areas, this would normally have been carried out in hidden areas, for example behind doors.

## **INSPECTION**

Our inspection specifically relates to the work carried out by XXXX with issues that were shown to us by Mr & Mrs X.

### **Visual Inspection**

Our inspection has taken the format of a visual inspection:

1.0) External of the property has not been viewed.

2.0) Internal of the property

We have viewed:

#### **Ground Floor**

- 2.1) Entrance Hallway
- 2.2) Front lounge
- 2.3) Rear dining room
- 2.4) Kitchen
- 2.5) Laundry/Utility room
- 2.6) Cloakroom/WC

#### **First Floor**

- 2.7) Master Bedroom with en suite
- 2.8) Bedroom two rear right hand side
- 2.9) Bedroom three, rear left hand side.
- 2.10) Bedroom four, left hand side
- 2.11) Bathroom, right hand side

3.0) Roof space, not viewed.

4.0) Surrounding areas

- 4.1) Area where the skip was stored.
- 4.2) Area where keys were stored.
- 4.3) Drain where the materials were tipped down.



Area where  
skip  
was stored

5.0) We have had the benefit of discussions with Mr & Mrs X.

6.0) We have utilised a resistance meter for measuring dampness using a Gann Meter.

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## **SUMMARY UPON REFLECTION**

The Summary Upon Reflection is a second summary so to speak, which is carried out when we are doing the second or third draft a few days after the initial survey when we have had time to reflect upon our thoughts on the property. We would add the following in this instance:

We would add that it was expressed during the course of our discussions with Mr & Mrs X that they felt that they were being asked to make technical decisions that they should not be asked to be made by professional surveyors and professional builders.

We would comment that this puts the insured client in a very awkward position as they feel that they are holding up the process if they do not make a decision and if they do make a decision, then they have to take responsibility for it.

A specific example would be the hall/stairs/landing which they had been asked to make a decision on how it should be finished “like for like” i.e. a plaster finish.

Whilst we appreciate there needs to be some working with the client we feel that this should not go as far as technical decisions.

Finally, as we have already commented, we feel that some form of insurance backed guarantee which would be the best way forward for all parties involved upon completion of the work.

If you would like any further advice on any of the issues discussed or indeed any that have not been discussed! Please do not hesitate to contact us on

## **APPENDICES**

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## **ACCOMMODATION, FACILITIES AND WORK AREAS**

Work to be carried out to the majority of the property internally, this included following areas:-

### **Ground Floor**

Ground Floor accommodation consists of:-

- 1.0) Entrance Hallway
- 2.0) Front lounge
- 3.0) Rear dining room
- 4.0) Kitchen
- 5.0) Cloakroom/WC

### **First Floor**

The first floor accommodation consists of:-

- 5.1) Master Bedroom with en suite
- 5.2) Bedroom two rear right hand side
- 5.3) Bedroom three, rear left hand side.
- 5.4) Bedroom four, left hand side
- 5.5) Bathroom, right hand side

The only area where there was not major work being carried out was in the Laundry/Utility room and limited work in the kitchen area.

## **LIMITATIONS**

### **Survey Report**

#### **1. Conditions of Engagement**

Please note: references to the masculine include, where appropriate, the feminine.

Subject to express agreement to the contrary (which in this particular case has been none) and any agreed amendments/additions (of which in this particular case there have been none), the terms on which the Surveyor will undertake the Survey Report are set out below.

Based upon a visual inspection as defined below the Surveyor will advise the Client by means of a written report as to his opinion of the visible condition and state of repair of the specific problem or problems only. In this instance in relation to flood damage at the property.

#### **2. The Inspection**

##### **a) Accessibility and Voids**

The Surveyor will base this report on a visual inspection and accordingly its scope is limited. It does not include an inspection of those areas, which are covered, unexposed or inaccessible. Our visual inspection will relate to the specific defects shown to us only.

##### **b) Floors**

We have not opened up the floor structure with the exception of the service duct on the first floor to the rear of the property. We have only carried out a visual inspection and any conclusions will be based upon our best assumptions.

c) Roofs

The Surveyor will not inspect the roofs in this instance.

d) Boundaries, Grounds and Outbuildings

The inspection will not include boundaries, grounds and outbuildings unless specifically stated (none stated).

e) Services

No services inspected.

f) Areas not inspected

The Surveyor will have only inspected those areas identified within the report. His report will be based upon possible or probable defects based upon what he has seen together with his knowledge of that type of structure. If you feel that any further areas need inspection then please advise us immediately.

g) Specific Defects Report; Flood.

As this is a report upon a Specific Defect we do not offer any comment or guidance upon reactive maintenance and/or planned or routine maintenance items.

h) Whilst we have used reasonable skill and care in preparing this report, it should be appreciated that the Chartered Surveyors cannot offer any guarantee that the property will be free from future defects or that existing defects will not suffer from further deterioration;

**3. Deleterious and Hazardous materials**

a) Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However the Surveyor will advise in the report if in his view there is a likelihood that high alumina cement (HAC) concrete has been used in the construction and

that in such cases specific enquiries should be made or tests carried out by a specialist.

#### **4. Contamination**

The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. Where, from his local knowledge or the inspection he considers that contamination might be a problem he should advise as to the importance of obtaining a report from an appropriate specialist.

#### **5. Consents, Approvals and Searches**

- a) The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.
- b) The Surveyor will assume that all bye-laws, Building Regulations and other consents required have been obtained. In the case of new buildings and alterations and extensions, which require statutory consents or approval the Surveyor will not verify whether, such consents have been obtained. Any enquiries should be made by the Client or his legal advisers.

Drawings and specifications will not be inspected by the Surveyor. It is the Clients responsibility to forward any drawings and specifications that he has or knows the whereabouts of to us to include information in our report. If these are not forthcoming we will make our best assumptions based upon the information available.

- c) The Surveyor will assume that the property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries or by a Statutory Notice and that neither the property nor its condition its use or intended use is or will be unlawful.

#### **6. Fees and Expenses**

The Client will pay the Surveyor the agreed fee for the Report and any expressly agreed disbursements in addition.

## **7. Restrictions on Disclosures**

- a) This report is for the sole use of the Client in connection with the property and is limited to the current brief. No responsibility is accepted by the Chartered Surveyors if used outside these terms.
- b) Should any disputes arise they will be dealt with and settled under English law;
- c) This report does not fall under the Third Parties Rights Act.

## **8. Safe Working Practices**

The Surveyor will follow the guidance given in Surveying Safely issued by the Royal Institution of Chartered Surveyors (RICS).