

How to deal with
SUBSIDENCE
PROBLEMS

**Guidance for Suburb householders from the
Hampstead Garden Suburb Residents Association
Subsidence Working Group**



Subsidence, settlement, insurance claims and repairs - A Guidance Note

Contents

Introduction – How does it all work?

Questions and answers: -

I have identified some cracking or movement in my home - what do I do?

Am I insured and will my insurance cover me?

What do I do when I have read the policy?

What happens after I notify insurers?

1. Building inspection
2. Testing and investigation
3. Immediate remedial action
4. Monitoring
5. Results and monitoring
6. Repair works and options

Can I rely on insurers, advisers etc or do I need independent advice?

What happens after the final repairs are completed?

How does a subsidence or settlement claim affect my insurance renewal?

If I change my building insurance should I change my contents insurance?

I live in a terraced/semi detached house. There are cracks in the wall between my house and the adjoining property, what do I do?

I have been advised that my property has been damaged as a result of trees on adjoining land or on a public footpath – what do I do?

Moving out and relocation

Betterment – New for Old?

Record-keeping

What approvals are required in Hampstead Garden Suburb?

Disclaimer

Glossary

Subsidence, settlement, insurance claims and repairs

How does it all work?

This brief Guidance Note has been produced to give you some help as to what to do if you notice cracks or movement in your property and you have concerns. It examines some of the options and actions that may arise and is intended to provide general guidance. There is no substitute for your obtaining expert professional advice. Every situation and circumstance is different and requires separate review and consideration. A glossary of some key terms is appended.

If you do identify cracks or signs of movement in your home it doesn't automatically mean that you have a major problem. Cracking or movement can arise as a result of subsidence or settlement of the building and/or foundations but it can also arise due to shrinkage following works, drying out and minor thermal or differential movement between different materials. So the cause and effect of any movement or cracking needs to be identified in every case and then a remedy determined.

Similarly, evidence of cracking or movement does not mean that a property is going to collapse or fall down or is in imminent danger of structural failure. One-off movement or minor movement and small hairline cracks may not be of concern. However, progressive or continuing movement with widening and changing pattern of cracking is of concern. Often it is necessary to monitor performance of a building and the extent and nature of cracking over a period of time to determine the relevance of the cracking and to analyse possible causes for movement and cracking. It can take from six months to four years from the first notification of a claim to the completion of repairs.

Some questions and answers follow:-

I have identified some cracking or movement in my home - what do I do?

The first thing you should do is find a copy of your household insurance policy and check and that it is valid and in date and has been renewed. You should read it carefully in detail and check whether it covers you for subsidence or settlement and you should look for the amount of any "excess". This is the amount of claim costs which insurers will expect you to meet from your own pocket in the event of a claim and works being required and typically this is in the region of £1,000 - £3000. You should also read the small print in detail of the insurance policy to see whether or not your insurers' claims procedure and claims notification process is detailed. If in doubt seek advice from your insurance broker or a professional person.

What do I do when I have read the policy?

Assuming the policy is valid and provides you with cover for movement arising from subsidence or settlement, you should determine from the policy whether or not it gives you the option of obtaining your own advice and guidance as to the cause or extent of cracking and movement or whether the insurers insist on managing any claim and on appointing their own advisers and engineers to act for you. If you are in doubt you should notify your insurance broker, adviser or insurers immediately of a possible claim and ask for a claim form. You should talk with your insurers' claims helpline if they have one, and they will tell you what procedure to follow.

You should note that some insurers require you to notify them of any possible claim or of an actual claim within very strict time limits. So you need to check the detail of the wording. Any delay in notifying insurers of a claim or possible claim may invalidate your insurance cover. So it is better to notify insurers "in error" than not to notify them or to delay. Often it is sufficient to tell insurers that you have identified some cracks which may or may not be relevant and that there is a possibility that you will be raising a claim, if you want to take advice or investigate further before you claim.

Alternatively if you want to register a claim straight away you merely need to write to advise insurers but check the policy – it should set down a claims procedure. If it is not in the policy it may be either on your insurer's website or with other documentation that came with your policy on renewal.

What happens after I notify insurers?

Every insurance company is different but generally insurers are geared up to commercially minimising their financial loss and claims costs although they would never admit this. Insurers will normally pass a claim directly to a claims handler or to an internal/external loss adjuster or to an assessor. Their function is to assess the amount of the claim, the extent of work required and the validity of the claim and to minimise within reason, the insurers' exposure to financial loss. Insurers will then decide if either:-

1. their loss adjuster or assessor will inspect or
2. they will want to appoint an engineer at your expense from a panel of competent engineers that they know, to inspect the property and advise them on the extent of movement and the cause of claim or
3. they will give you the option of appointing your own engineer either entirely at your cost or with his fees and costs to be covered through the claim (subject to the excess).

Building inspection

After a claim has been notified it is essential that somebody competent and capable, usually an engineer, surveyor or loss adjuster, is able to inspect the property to determine the nature and extent of cracking and its possible cause. That person should be a qualified and competent professional, normally with local knowledge and experience of subsidence and settlement in domestic properties

Inspections vary but normally a visual inspection will be carried out internally and externally and sketches will be produced to identify the nature, extent, location and probable cause of the cracking throughout the building. A report will be produced which will go to the insurers and should be copied to you direct - ensure that you obtain a copy. The report typically should normally comprise an engineer's report; trial pit details; soil analysis results; root analysis results; monitoring results; CCTV of drains; details of exact damage to the property and, if applicable, DNA root test results to implicate a particular tree.

Testing and investigation

In clay soils, subsidence is often attributable to shallow or deficient foundations combined with shrinkage and swelling of the clay soil. This soil movement naturally arises with changes in moisture content but may be exacerbated by the action of tree roots which can extract water and shrink clay or by leaking drains or water pipes which cause clay to swell. So typically the follow-up investigations to be arranged or advised by insurers/engineers are likely to determine the depth and nature of foundations and the composition and moisture content of the soil beneath the foundations. Investigations will also look for anything likely to affect the moisture content, and would typically include:-

1. The commissioning of a drains test and CCTV survey.
2. The digging of trial pits (holes) in your garden or external to the property adjoining the foundations to determine the depth, nature and condition and construction of the foundations, soil conditions and to identify the presence of any tree roots which may be affecting the foundations.

Drains tests or surveys are normally carried out by specialist drain survey companies commissioned by engineers or insurers. Excavated soil samples and samples of any tree roots or other roots identified will normally be sent off for laboratory analysis to determine the type of tree or vegetation and soil type and moisture content.

A detailed report and diagnosis for cracking or movement should be produced following completion of investigations and you should ensure that if these investigations are not undertaken by your own engineer, you are provided with copies of all the test reports and information arising from the investigations.

Immediate remedial action

If a probable external cause of failure is identified by the investigations and testing, and the cause of the movement or failure is covered by the insurance policy, then the insurers/loss adjusters will usually recommend certain appropriate action and typically this could include:-

1. Unblocking and repair of drains.
2. Cutting back/pollarding/pruning and reduction in size or height of shrubs or trees.
3. Removal of offending trees (subject to London Borough of Barnet Consent and Trust approval. The agreement of your neighbours may also be an issue).
4. The installation of root barriers (a vertical barrier to prevent tree roots causing further damage to foundations).

Interim initial works may be undertaken to try and remove the causes of movement and not permanently remedy defects. There is an element of "trial and error" approach here. If, however, there is a fault in the construction of the property, then unblocking the drains or removing trees will not be of any help.

Monitoring

If no cause is identified to establish why there has been cracking and movement, part of the diagnostic process used by insurers and engineers may be to monitor the cracks so that it is possible to record the direction and extent of movement over time and how the nature of cracking and movement varies with the seasons and external climate conditions.

Conversely, once initial remedial action has been undertaken in the event of identified problems being found with trees and/or drains, monitoring will also normally be recommended to see if the remedial work has been successful in arresting or preventing further movement.

There are a number of methods of monitoring and this includes the installation of metal pins or studs either side of cracks to enable discreet, precise measurements to be taken periodically and compared. Sometimes glass "tell tales" are used. A "tell tale" is a pair of calibrated glass slides

which are fixed either side of cracks so that movement can be measured. Typically insurers' engineers will visit monthly or periodically over a period to record the extent, direction and nature of movement and to determine the characteristics of any continuing movement. It is not unusual for monitoring to take place for about 9 to 12 months to give sufficient time to go through a summer and winter cycle, assuming that during the monitoring period there is no catastrophic cracking or movement. This is important because clay soils expand and contract with changes in soil moisture levels and soil movement is affected by seasonal weather changes. Any extensive movement could give rise to an immediate requirement for repair or remedial work. Otherwise the tendency will be to monitor for a reasonable time in order to demonstrate whether or not the building has settled down following remedial work or whether a pattern of movement can be determined.

Results and monitoring

Periodically engineers will provide insurers and/or the insured with copies of the monitoring reports. Once the engineers believe that they have either conclusively arrested the movement by way of the initial remedial works or they have further identified the cause of movement by the pattern and direction of movement, they should produce a report with further recommendations. You should always ensure that you obtain copies of those reports. It is at this stage that scope for dispute, difference or argument may arise as to the correct diagnosis and determination of the causes for movement and/or the extent and nature of repairs. Taking an extreme view, as a house owner, one would always want the maximum amount of repair and remedial work carried out in order to guarantee no further movement or problems whereas insurers are there to limit their exposure to cost and risk and would want to carry out a lesser amount of work.

It is at this stage that claimants who are insured often feel that they need their own engineer or adviser and may have concerns about the "independence" of engineers or advisers appointed by insurers and paid for effectively by the insurance company (subject to your excess). Every circumstance is different. There are excellent engineers and surveyors about who will act even-handedly and represent a claimant's interest. There are also others who may be inclined to favour insurers' interests.

Repair works and options

Insurers' strategies for dealing with repairs and remedial work have developed and changed over the years. Typically actions that insurers may try to pursue following identification and diagnosis of cause for defect and movement, after initial remedial works, can be categorised as follows:-

Minimal works

Decorate and local making good to plasterwork etc where movement has been arrested and is perceived to be minor in nature.

Decorative remedial work with limited structural repair

Typically this would involve local cutting out, stitching in, strengthening and repair to cracks to brickwork internally together with re-plastering and redecoration.

Major repair

This typically would involve a degree of underpinning or support works to the foundations of the building, coupled with strengthening and repair to brickwork, plasterwork repairs and redecoration.

In each case drain repairs or renewals, cutting back of trees or vegetation or removal may also be required. For any work to trees, consent is required from the London Borough of Barnet and from the Trust. Every situation and circumstance is different. Some insurers now have a tendency to try and arrange themselves for the managing of remedial work and the building subsequent to movement. The mere undertaking of plasterwork and decorative repairs is rare and represents the lowest cost option for insurers. The need for such work will depend upon the extent and nature of any cracking and movement and whether or not this is believed to have materially weakened or affected the brickwork structure. Generally the insured should always press for more work than this as a minimum and that work should normally extend to the undertaking of stitching in, strengthening and repair works to brickwork which is cracked. Insurers favour this general approach.

If your surveyor or insurers advise you that the cause of movement arises from the action of trees and tree roots your insurers will generally try to couple the above repair option with a requirement that the extent of trees, shrubs and foliage is managed and that they are cut back and the height is kept reduced by pruning and pollarding. This can become a requirement and condition for continued insurance and therefore if trees and shrubs are not maintained, further movement could arise and claims can be voided. However, sometimes the management option is viable. It is possible trees may need to be removed. Such action would require approval from the local authority (Barnet) and Hampstead Garden Suburb Trust. It is important that a competent arboricultural expert should be consulted. Insurance companies will often advise the removal of all trees, shrubs and hedging simply because they are there.

Where there has been more substantive structural movement or the foundations are deficient and defective and a mere repair of the structure is inadequate, insurers will look at strengthening the foundations by underpinning or local piling. Underpinning is a process where the ground beneath the foundations is excavated and dug out and concrete is poured in and formed beneath the foundations to effectively extend their depth and give them more substance. This work is undertaken in small bays over a period of time using tried and trusted techniques.

Piling is a variation on the above theme where holes are drilled in to the ground beneath or adjoining the foundations and then filled with concrete and reinforcement steel, again to extend the depth of the foundations. This is an area which is often ripe for dispute.

It is entirely acceptable for buildings to move vertically as long as the entire building moves together at one time in which case cracks are not visible and do not occur. If different parts of a building perform and move differently and they have different types of foundations, then when the soil conditions change this can give rise to cracking or to a defect at the junction between the changes in foundation types.

For example, if you strengthen part of the foundations to a building, you can argue that that part will not move. However the remainder of the building which may not have moved in the past has different weaker foundations and may still be prone to movement. If the weaker part of the property then moves, cracking will arise at the junction between new and old work. As a result of the above, most independent engineers and advisers to the insured tend to try and pursue a strategy where more substantial underpinning is undertaken, normally to large parts of a property if not to an entire property to try and mitigate the above.

Conversely however, piling or strengthening the foundations to the entirety of a large property when movement has only taken place to a small part may be considered to be excessive and insurers tend to argue and fight against this approach because it incurs them in very substantial cost and expenditure. So a happy balance needs to be reached as to the extent of piling or underpinning required. This is where the absence of independent advice to the insured from an engineer who has no "axe to grind" can be a concern.

Can I rely on insurers' advisers and engineers or do I need independent advice?

In the first place any adviser, loss adjuster, engineer or surveyor who provides you with advice that you rely on, whether to yourself directly or to the insurers and yourself as insured, has a direct legal liability and responsibility to you for the competence and appropriateness of the advice that he gives. So if an engineer or surveyor appointed by the insurers mis-specifies or misdiagnoses the remedial work, he should be liable to you if he has been negligent in doing so.

Generally insurers and surveyors appointed by insurers tend to look to the insurance company as their client. This is wrong. In all cases, copies of all reports, documents and information should be provided directly to the insured; often these are solely provided to the insurers and they are not passed on. Insurance companies will normally only cover the cost of one engineer or surveyor in pursuing a claim (subject again to the policy excess) and therefore whilst they may not argue about you appointing your own engineer or surveyor, they will rarely meet the cost of their own engineers and advisers and your engineer.

As detailed above, insurers may give you the option of appointing your own engineer or of using one of their experts. It is essential that if you use one of the insurance company's "experts" you must develop a direct relationship with them because, after all, you are paying them and receiving monies by way of reimbursement of the claim from an insurance company. In addition, you are paying at least the first £500 or £1,000 of any claim so you have the right and entitlement to receive full support and professional advice direct and to receive copy documentation. This is essential to form an audit trail for the future in the event of any sale of the property or in the event of any further movement and claims arising.

So before accepting the appointment of an engineer or adviser by insurers you should satisfy yourself that the engineer or person they have recommended is competent and capable. Ways of doing this include:-

1. Visiting their website.
2. Asking for a CV of the engineer/surveyor involved and details of projects progressed.
3. Checking and validating that they are professionally qualified.
4. Asking for and obtaining details of their professional indemnity insurance.
5. Looking at the age and experience of the engineer acting for you.

If there is resistance to providing you with the above information then most likely the engineer or surveyor is not the correct person to be acting for you.

If the insurers will allow you to appoint your own engineer or adviser to handle the diagnosis of the cracking/movement and the specification of remedial work, then the onus passes on to you as the insured to try and identify an appropriate or competent engineer or surveyor. The same principles apply as above but many insured people consider they have a better direct relationship

and a clearer line of responsibility and better independent advice when they are able to select, identify and appoint their own engineers, if allowed to do so within the costs of their claim.

If you end up with an insurer's engineer and you are not happy with the quality of his advice or the service that you are getting and are not sure whether or not he is acting to minimise the insurers' liability and minimise the scope of work, then the option exists for you to appoint your own engineer or surveyor to review, check and validate the advice and information you are getting from the insurers and their engineers or surveyors. Generally speaking, insurers will not meet the costs of two engineers but if you appoint an engineer or adviser to query or challenge the advice provided by the insurers' engineers or surveyors and this results in a change in the proposed scope of the work, then we would suggest that there is a legitimate claim for costs to be met in part or in whole by the insurance company.

If you intend to obtain your own independent advice at any stage and you wish the insurers to meet the costs of that advice in part or in whole, you should obtain their agreement in principle or in detail before you instruct or incur any third party costs, otherwise you cannot guarantee that you will be able to recover those costs from the insurers and you may well have to incur those costs yourself. Those fees and costs may be more competitive if you advise your engineer or surveyor that you will be paying for their services direct and that the insurers will not meet their costs.

What happens after the final repairs are completed?

After the final repairs are completed it may still be desirable or necessary to monitor the performance of the building to see whether or not there is any further or ongoing movement. If the repairs prove to be deficient then the claim continues. Some insurers will try to close down and terminate the claim and will try to terminate their relationship with you as insured at the next renewal date although most adopt a more responsible approach where they will continue to insure the property.

It is essential that when remedial works are undertaken you obtain from the engineer or surveyor appointed by the insurer or yourself, a Certificate of Structural Adequacy and a written sign-off and Certificate of Completion in respect of the remedial works. In providing such documentation the engineer takes direct liability and responsibility to you for the work that has been carried out and certified as being correctly carried out under his supervision and to his satisfaction.

Such documentation is essential and invaluable in terms of procuring further insurance cover and/or in the event of any future sale of the property or in the event of any continuing

movement and the potential for a further claim either under the insurance or against any professional.

How does a subsidence or settlement claim affect my insurance renewal?

Wherever possible it is strongly advised that if you are pursuing an insurance claim and/or a claim for subsidence or settlement and remedial work is carried out, you should maintain insurance cover with the same insurer for as long as possible thereafter. Most insurance companies will continue to effect cover but there may be conditions in any renewal regarding the maintenance of trees and shrubs external to the property and/or drains. It is arguable that the risk of future movement is minimised and reduced by remedial work being satisfactorily carried out as compared to a property where a claim has not yet been registered.

If there are any differences, issues or disputes during the course of the claim process and arguments about the adequacy or scope of work it is often the case that the issue of continued insurance can and should be brought up in order to ensure that insurers give an undertaking for continued cover. If your cover is placed through an insurance broker then they should assist you in this whole process.

Most insurance companies require you to fill in a questionnaire if you are looking to place new insurance and usually there is a requirement that you disclose any and all material facts. Every questionnaire is different but typically a failure to disclose may void or invalidate any insurance cover. Typical questions and points arising on renewal with a new insurer include:-

1. an obligation on you to disclose the fact that your property has previously been affected by subsidence or settlement. This may lead to new insurers refusing to accept cover or increasing the amount of any excess to say £5,000 or £10,000 or more.
2. whether you have ever been affected by previous subsidence or settlement or have had any claims, with possibly a request for a claims record.
3. detailed information about the nature, extent, height and location of trees with reference to your property.
4. whether or not you have ever been refused insurance.

The last question presents something of a "catch 22" situation. If you apply for subsidence cover and it is refused by one insurer then in theory you are supposed to disclose this to a second insurer and this could have an adverse affect on your ability to place new insurances. It is possible for properties to be "uninsurable". This can have a serious and adverse effect upon your ability to obtain bank finance and mortgage cover and to affect a future sale. In this

context the following processes are critical and advised in connection with any claim process for subsidence.

1. If you have an insurance broker you should involve them from the start in the process in order to facilitate the communication between yourself and your existing insurer and to address the potential for future problems in gaining cover.
2. You must ensure you have detailed records and copies of all technical information, drawings, reports, specifications and advice in respect of remedial works and keep a complete file as the claims and works progress.
3. In so far as engineers are appointed to act for you directly or through insurers, you should ensure they are competent and capable and accept and owe a responsibility to you directly. This is achieved in part by obtaining the Certificate of Structural Adequacy and the Certificate of Completion once the work is done
4. You should ensure that the engineers have Professional Indemnity Insurance.
5. An effective and adequate scope of remedial works are undertaken and in so far as there is any doubt or ambiguity here a second opinion is obtained from a second engineer or surveyor appointed to act for the insured direct.
6. In negotiations in respect of the claim, any differences about the scope or extent of repair work between the insured and/or their advisers and the insurers/loss adjusters or their appointed engineer/surveyor is linked to an undertaking from the insurers to continue insurance.

After remedial works have been undertaken the longer the property remains without cracking or further movement the less difficult it is likely to be to obtain an alternative insurance quote. However my advice remains that most insured people are best off remaining with their previous insurers after a claim has been processed.

If engineers recommend that external trees and vegetation are kept cut back and managed to reduce the likelihood of future movement and damage, and you fail to adequately maintain external foliage and vegetation/trees/shrubs and further movement takes place, this may invalidate any further claim. So it is essential you understand what if any recommendations or requirements are raised following remedial work and how these affect or qualify ongoing cover. You may also find that the uninsured excess may increase on renewal.

If I change my building insurance should I change my contents insurance?

It is possible to separate building and contents insurance. However, best practice indicates that you should have both contents and building insurance through the same insurer so that in the event of a claim arising as a result of damage or loss to both, there is no argument between insurers and there is seamless cover. Generally speaking, it is bad practice to separate cover in the two areas and this can also adversely affect the level of premium.

I live in a terraced/semi detached house. There are cracks in the wall between my house and the adjoining property, what do I do?

In simple terms, usually any dividing wall between a semi-detached property and the adjoining premises or between terraced properties is termed a "party wall". As such any works to be carried out to that wall by way of crack repair or underpinning are covered by the provisions of the Party Wall Etc. Act 1996. This Act was intended to provide for and if necessary resolve disputes between neighbours with regards to party walls and it allows the underpinning, thickening, raising, rebuilding or generally repair of party structures to be undertaken by agreement. The inspection, diagnosis and cause for movement need to be determined as above and usually monitoring and simple investigations can be undertaken without invoking the requirements of the Party Wall Etc. Act, as long as access is not required onto adjoining land.

Once the scope and extent of remedial work has been determined, if it involves cutting into, underpinning or excavating at depth close to or abutting the party wall then the party wall processes need to be followed. This requires the appointment of a Party Wall Surveyor (who may be an architect, engineer or surveyor) who will address and manage the processes. Detailed explanation of the Party Wall Act and party wall procedure is outside the scope of this guidance note.

I have been advised that my property has been damaged as a result of trees on adjoining land or on a public footpath – what do I do?

Hampstead Garden Suburb is a Conservation Area so before any cutting back, pruning or works to trees can be undertaken, approval of Barnet and the Hampstead Garden Suburb Trust is required. Sometimes engineers will recommend that trees are removed and this can lead to conflict with the Trust or Barnet who will fight to preserve trees and pursue a cutting back, pruning or management process. In addition, where an adjoining owner's trees are judged to be the cause of damage, often those owners will want to retain trees in their garden and will be resistant to removal. Accordingly, in such circumstances, often the issue of tree management and the relevance or appropriateness of root barriers are considerations for engineers or

surveyors in designing/specifying remedial action. In extreme cases removal of trees may be an option.

Do I move out during the works or stay at home?

Your insurance policy will detail if your terms of cover provide for alternative accommodation in the event of a claim being accepted. Insurers will usually accept temporary relocation if the insured is covered and requests this, if the nature, extent and duration of remedial work will cause considerable disruption or disturbance or distress. Insurers typically will cover the cost of storage and protection of contents, as well as the costs of renting accommodation or even staying in a hotel. In each case full details will need to be discussed and agreed with the insurers in advance. Sometimes repair work can be completed more quickly if you vacate. If the remedial work is minor, the insurers may be resistant to relocation. Relocation on grounds of stress or ill health for the elderly or infirm is usually treated sympathetically.

Betterment and New for Old?

Some insurance policies provide New for Old cover; others apply a judgement on Betterment to claims. New for Old allows cover to replace old damaged items with new. Where claims are subject to betterment, loss adjusters may consider whether any upgrade or improvement arises out of a claim and remedial work. If it does, they may not pay out 100% of the claim cost. The policy terms need to be considered carefully when identifying the full scope of repair works.

Record-keeping

If you are considering making a claim, open a file and keep a careful and detailed record of events. The file should contain copies of all correspondence or emails, a copy of your insurance policy, details of the engineer or surveyor who acted on the claim, copies of all reports, sketches and drawings, a copy of drain test results and plans, soil reports, monitoring reports and measurements together with full details of work done and a final completion certificate from the engineer or surveyor. This information will be required in the event of any sale of the property and may be required with a change of insurer.

You should obtain reports and copy correspondence if possible as they are produced. Before any building work starts you should prepare a photographic record of your property and any contents or fittings likely to be effected by the works so that any damage caused by the builders can be identified for rectification before the works are completed.

What approvals are required in Hampstead Garden Suburb?

The suburb is a Conservation Area and many buildings are Listed. The Hampstead Garden Suburb Trust also publishes and polices compliance with Guidelines relating to the external appearance of buildings, maintenance and repair. It is essential that you ensure your insurers and/or their engineers or surveyors and any builders are made fully aware of the above. Unapproved external alterations are not permitted and renewals or repairs must be carried out in materials to match existing ones. Material and pointing/brickwork samples may be required for approval. All necessary consents should be obtained. If in doubt, contact The Trust: consent will be required for any alterations to the exterior of the building. If your property is Listed you will need Listed Building consent from Barnet.

This Guidance Note addresses a number of issues arising out of claims relating to subsidence and settlement. As stated above, every insurance company, loss adjuster, claim, building, insurance policy is different!!! As a result the particular circumstances of every claim or possible claim need separate consideration.

On a positive note – insurance companies and their advisers successfully process many claims each year with many satisfied claimants. This note is intended to help you understand the process.

*Simon Blausten TD BSc FRICS
Chartered Building Surveyor
Hampstead Garden Suburb
June 2009*

disclaimer

This advice note has been prepared by a Chartered Building Surveyor to provide general guidance and advice about the process and procedures applying to residential/domestic insurance claims for subsidence and settlement. "Do it yourself" claims are not recommended and any insured or claimant or persons affected by subsidence or settlement is advised to ensure that they take advice from a competent qualified and experienced structural engineer or building surveyor experienced in dealing with subsidence and settlement and remedial works claims of a similar nature in similar location. The Author accepts no liability or responsibility for the content of this guidance note. The views and opinions expressed herein are those of the Author alone.

Glossary

Settlement, subsidence	The downward movement of the soil surface and any building or foundations resting thereon
Land slip	Local collapse of soil usually on a slope or hill
Insurance/claim excess	The first part of any claim amount not covered by insurers
Underpinning	The insertion of concrete pins beneath a foundation
Piling	The drilling of deep holes beneath a property which are filled with concrete and steel to support a building or foundation
Root barrier	A vertical barrier to protect foundations from the action of tree roots
Loss adjuster / assessor	A professional person trained to determine the fair and proper amount of any insurance loss
Pollarding	Cutting back the branches of a tree to restrict root growth
Institute of Structural Engineers	The professional body regulating the performance of structural engineers
Royal Institution of Chartered Surveyors	The professional body regulating the performance of Chartered Surveyors
Chartered building surveyor	A chartered surveyor specialising in all technical and construction aspects of construction and buildings
Progressive movement	Continuing movement