



# Question Time

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# Supplier Network Guidance Note

The Professional Conduct Committee has been requested to issue guidance as to the implications upon the impartiality of adjusting firms which own, operate, manage or administer supplier or contractor networks. Many such arrangements are operated on the basis that the firms receive a fee or commission from the supplier as part of their business arrangement. Such arrangements have increased over the last few years as firms adapt their business models to keep abreast of insurer requirements and the changing landscape of claims handling processes. It is recognised by the CILA that in the very competitive commerciality of the open market, many firms have seen these services as a way to diversify and differentiate their services.

**How does this practically work for subsidence ?**

## **No Surge this year**

- Can we predict ?
- What now?
- What are the options for Adjusting Companies?
- Reduced backlog in the cabinet ?

# First trial under the new Corporate Manslaughter Act to take place in February 2010

- Corporate Manslaughter Act and section 2 of the Health and Safety at Work etc Act 1974 (HSWA).
- For now however, the simple fact of a prosecution under the Act highlights the need for companies to be aware of the importance of having in place robust and effective health and safety procedures to prevent such allegations following an incident and adequate insurance cover to cover the costs of any necessary defence
- **What are the responsibilities under health and safety for site investigations ?**

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# **Subsidence qualification**

Is it needed ?

Who would operate ?

CILA, Sub Forum , MICE, RICS

# Matching items

- Wall tiling damaged, unable to match, pay only for:
- Damaged tiles or for all?
- The problem:
- Different Insurers operate different approaches
- Replacement of the undamaged tiles is TCF compliant –
- initially offer to pay for damaged tiles only but add up to 50% if P/h
- complains (TCF?).
- What other subsidence repairs come under matching items ?
- Is there a consistent approach?

# ABI C of I Subs Agreement

- **Issues**
- How do we know the underwriter of the previous Insurer?
- Is it enough to simply check the signatory list?
- Scenario:  
You attend on day one and the notification date is 6 months after the date of change of Insurer. The P/h advises that the previous Insurer was ABC Underwriting Ltd.
- What do you do in terms of application of the ABI C of I Agreement?

## ABI Tree Root Agreement

The Agreement related to domestic properties owned by an insured in a personal capacity and its main thrust was: Not to pursue recovery against the contents insurer of the property responsible for the liability of the tree root encroachment regardless of whether the damage has been caused wholly or partly as a result of the tree root encroachment.

- Does any one ever use it ?
- How do you deal with repeat claims?
- What if neighbour changes or neighbour changes contents insurer?

## TPOs and level monitoring

- Has anyone noticed an improvement in dealings with Councils?
- As of 01.10.08 level monitoring became mandatory.
- Do we need to use a deep datum or will a temporary datum suffice?
- Has anyone had any feedback on this from Tree Officers?
- What success has anyone had with obtaining compensation ?

## Remote crack width monitoring

### Advantages?

- Good benefits comprising: it is proven to work, constant readouts, no
- No missed visits.

### Disadvantages ?

- If you have several cracks to monitor then trad is cheaper.
- More personal contact with Insured ?



## Contents Insurer & Alt Accom contribution

More refusing to contribute?

### Wording 1

Contents policy wording for Alt Accom: "While the Home cannot be lived in because of loss or damage covered by this policy we will pay for the reasonable increased cost of alternative accommodation."

The contents policy covers the subs peril but there is no damage to any of the contents.

**NO CONTRIBUTION?**

### Wording 2

Contents policy wording for Alt Accom: "The additional cost of reasonable alternative accommodation necessarily incurred by you if the buildings become uninhabitable because of the operation of a risk insured under section 1 of this part."

Section 1 is the Contents section and one of the perils insured under that section is subsidence of the site.

There is no subs damage to any of the contents.

**CONTRIBUTION ARISES?**