

Slippery when wet

In his second article on flooding remediation, Andrew Bussey looks at conducting repairs to flood-damaged buildings

Surveyors should always check the wording of drying certificates as caveats are often included

Previously, I looked at the need for flood-damaged properties to be appropriately drained, cleared and dried'. If this process has been successful, the drying company should be able to issue a drying certificate and this should act as a 'trigger' for final reinstatement works to begin.

Is it really dry?

Establishing whether a building is dry or not is essential and surveyors should always check the wording of drying certificates, as caveats are often included stressing that the building has simply been restored to its pre-flood condition. This could mean that flood water has been removed but inherent damp may remain.

Regardless of liability, if the surveyor wants a trouble-free claim (with no recurring problems) they should look for all affected parts of the property to be completely dry before committing to repairs.

Surveyors are encouraged to talk to the drying companies and document these discussions. If there is any doubt about what's been achieved, the surveyor should take instructions from their client to extend their brief to take damp readings and report accordingly.

With the property dry and/or problem areas identified, surveyors can then create a repair schedule.

Get the specification right

The typical insurance brief is reinstatement on a 'like for like' basis and hence it is important to record precise finishes and standards of fitments ahead of the strip-out operation, supported by photographs and even salvaging certain components as templates.

Following the significant expense of the 2007 floods, many insurers were also keen to encourage surveyors to specify more robust materials in the reinstatement process.

While, usually, insurers will not entertain such 'betterment' items, many have been happy with the prospect of using more flood-resilient materials in the reconstruction process, as long as this does not involve major expense. Typical examples have been:

- the use of sand/cement renders with waterproofing additives, instead of gypsum-based plasters, which stand a far better chance of surviving future flooding
- many suspended timber floors have been replaced with solid concrete ground-bearing structures with the intention that these can remain *in situ* in the event of flooding
- upgrading internal doors and fitments to timber rather than modern alternatives (such as hardboard and MDF), which should be capable of repair rather than replacement after moderate flooding
- although rare, some properties have even had removable uPVC skirtings fitted to assist drying in future incidents.

Exposing defects

Regarding betterment, flood strip out works essentially take the building back to its structural shell and, in doing so, many inherent non-flood related defects and wear and tear issues are often exposed. For example, if rotten timber floor joists are encountered following the strip out, the surveyor may well bring this to the insurer's and policyholder's attention, recommending renewal to maintain structural support. However, the insurance company will look for the policyholder to fund this, unless its cause can be directly connected to a specific insured peril. This is rarely the case.

In these situations, the surveyor, while having background knowledge of insurance cover and betterment issues, etc, is best limiting their advice to technical issues and leaving any complicated liability decisions to insurers or loss adjusters.

Insurers and loss adjusters will often provide funding for betterment where there is a legal requirement. A typical example being where repairs are necessary on low-level electrical sockets, etc, and electrical engineers are not in a position to 'sign off' the installation unless other more major works are completed. In this case, the works may be necessary because the electrical system is old but, as there is a clear connection of a problem to a specific insured incident and a legal requirement to improve this, insurers will usually fund the exercise.

Also, where major works are necessary to suspended timber floors, building control has usually viewed this as major works rather than repair. Building Regulations therefore apply and Local Authorities have insisted upon insulation improvements on the floor construction. The involvement of building control and the need to comply with the latest regulations means insurers have funded such improvements.



Investigations into a stone flag floor that was not drying out (note the salvaged flags are labelled for precise reinstatement)

It is still good practice in the repair specification to include solutions to inherent problems if these are noticed during the strip out and drying phase. If the policyholders cannot complete these works at their own expense, surveyors are advised to make them fully aware of the necessary works to protect all parties' interests in the longer term.

Keep the claim moving

To make the insurance process as streamlined as possible, it may prove beneficial for schedules of work to be prepared while strip out and drying continues, with unknown items included on a provisional basis. When the property is declared dry, competitive tenders will have already been sought and a prompt start on site is achievable.

CDM 2007 Regulations are likely to apply to most projects with insurers being viewed as the client (as they fund the works) and many projects being deemed notifiable². Advance consideration and preparation is essential to comply with these Regulations.

Early consideration should also be given to dialogue with the planners on listed buildings and building control on major works. Surveyors will usually find formal consent can be avoided if precise 'like for like' works are intended and deemed as a repair.

It's also possible that party wall legislation may need to be followed if, for example, new joists in a party structure or a DPC are intended.

Good contract administration practice should be followed and a surveyor should always visit during plastering to ensure the correct mix has been used. With main contractors employing sub-contractors, the precise content of the schedule of works is often lost in translation. I have previously had to stop contractors from applying gypsum-based plaster to wet walls, knowing a waterproof render had been specified to prevent latent moisture affecting the surface finish.

What's all this going to cost?

Costs for flood reinstatement are obviously very variable, but if full works are needed involving new plaster and fit-out, figures are comparable to standard refurbishment rates. In cases of this nature handled by SP Property Services, these averaged at £550/m² plus VAT, with the typical building reinstatement value around £40k plus VAT. Over and above this, adjusters or insurers will have to handle contents losses, alternative accommodation and incidental losses such as business interruption.

Alternative accommodation is usually linked with a flood claim, but some parties do opt to remain *in situ*, particularly if a business operates from the affected building. Taking into account draining, stripping and drying it is quite feasible that six-months of alternative accommodation will be needed before the building is ready for reoccupation.

Can we include flood prevention?

Policyholders often ask the question about flood prevention works and whether or not the insurance company will fund this. This is seldom the case with insurers usually only funding slight improvements and



Office floor after flooding with the perished chipboard false floor removed



Same office floor about to be repaired using concrete, which should survive any future flooding incident

revisions to the specification to make the building more resilient in the future. However, there is no harm in surveyors discussing flood improvement works with policyholders for them to fund on a private basis, assuming surveyors have the appropriate expertise to design this.

Some insurers will insist, in certain circumstances, that policyholders undertake flood improvement works if they are to continue to receive policy cover. I've known a major commercial premises where the insurers insisted upon the installation of a sump pump in the sub-floor void and flood barriers to all external doors as a condition of them continuing their cover on the building, knowing the policyholder suffered from major multi-million pound business interruption losses during the 2007 floods.

There is a good chance that previous flooding and flood prevention systems will feature as part of insurers' pre-policy discussions with potential clients.

Lessons learnt

The 2007 floods were unprecedented and the key players have learnt many lessons from the process. Flood incidents continue with Morpeth, in the North East, being the most recently well reported.

Flood clearance and reinstatement has become a significant part of many BSs' work streams and with our skills, we should embrace the opportunities that insurers and adjusters provide.

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¹ *Drying-out clinic*, page 22, *Building Surveying Journal*, Oct/Nov 08. This edition had a theme of Insurance



² *Removing the red tape*, page 8, *Building Surveying Journal*, Mar/Apr 07