

**Nuneaton
&
Bedworth**



United to Achieve

**Fire Damaged Properties/Buildings
(including Leasehold and Garages)**

Housing Communities and Economic Development

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FIRE DAMAGED PROPERTIES/BUILDINGS INCLUDING LEASEHOLD AND GARAGES

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1. Objective

- 1.1 This policy sets out clear guidance and procedures for Nuneaton and Bedworth Borough Council approach dealing effectively to properties that have been subjected to fire damage and the consequential impact this may have on tenants, leaseholders and owner occupiers.
- 1.2 To enable us to provide a service which reflects the Council's commitment to equality of access to the repairs service for all tenants and to take account in particular the needs of vulnerable groups should the situation arise after a fire to the property.

2. Purpose

- 2.1 To ensure that Nuneaton and Bedworth Council apply a consistent, fair and transparent approach in the way it deals with fire related incidents.
- 2.2 The policy enables us to provide staff at all levels within the Council with awareness of liability responsibilities in relation to fire damaged properties and the processes available for tenants, leaseholders and in some cases owner occupiers that may have been affected.
- 2.3 This policy should be read and considered with the current versions of repairs and rechargeable repairs policies.

3. Key Principles

- 3.1 Nuneaton and Bedworth Borough Council needs to ensure that all communication with tenants, leaseholders and owner occupiers clearly sets out responsibilities for all parties following a fire incident.
- 3.2 Access to an affordable contents insurance scheme is available to all tenants and leaseholders covering their personal belongings in the event of a fire, ensuring that the cover does not leave tenants or leaseholders disadvantaged in anyway.
- 3.3 This policy also hi-lights any situations where the tenant or leaseholder will encounter if they do not take out contents insurance cover or do not act in a responsible manner or manage their family members, visitors whilst at the property.

4. Buildings Insurance Cover Provision

- Flats, maisonettes and flat blocks have full buildings insurance cover including leaseholders, it is noted that houses and bungalows and garages are not covered within the Councils Building Insurance.
- The Council insures its flats, maisonettes and blocks, in the event of a fire, however, this cover does not include the resident's contents.

- Nuneaton and Bedworth Borough Council covers all damage to the fabric of flat blocks in the event of a fire whether this is a result of an accident, wilful damage, neglect or arson.
- Nuneaton and Bedworth Building Insurance claims excess for damage totalling over £2,500 for flat blocks and individual flats whether council owned or leasehold.
- Leaseholders progressing with a claim on the Councils Buildings Insurance will be subject to a claim excess of £100.00.

5. Contents Insurance Cover Provision

- 5.1 It is expected that tenants and leaseholders make their own provision to take out Home Contents Insurance to cover them in the event of a fire. The Council do provide access to a low cost contents insurance scheme, which does not apply an excess charge and has no increase in premiums when a claim is made.
- 1) Tenants, leaseholders are responsible for insuring their own property's contents including furniture and possessions. Tenants are advised to take out a contents policy which covers normal household risks such as fire, theft, flood, roof leaks accidental damage to landlords fixtures and fittings. Refer to Tenancy Agreement
 - 2) Nuneaton and Bedworth Borough Council will not pay for any damage to tenants' belongings, or for the storage and removal of any fire damaged goods from the property. This should form part of the tenants or leaseholder claim on their own contents insurance policy.
 - 3) All internal redecoration is the responsibility of the tenant or leaseholder of the damaged property. This should form part of the tenants or leaseholder claim on their own contents insurance policy.
 - 4) Personal possessions including items that have been fitted by the tenant, for example kitchen units will not be replaced by the council.

6. Duty to Rehouse/Decant Households affected by fire damage.

- 1) Emergency temporary accommodation can be provided by the Council and may be rechargeable.
- 2) Non-council residents will be required to contact their own insurance company to progress a claim, this includes any costs associated to alternative temporary accommodation.
- 3) Whilst in emergency placement an assessment of the circumstances surrounding the fire will be carried out and determine if decant to a more substantial property can be made.

7. Criminal Intent

- 7.1 The Police/Fire Service will investigate where appropriate if there is suggestion of criminal intent.
- 7.2 A crime number must be obtained for insurance claims to enable the council to submit a claim.
- 7.3 Where it is deemed as criminal intent either by the tenant or a member of the household a recharge of all the works will be issued.
- 7.4 Any recharge invoices raised may require an affordable repayment plan to be agreed between the Council and the tenant or leaseholder. The Council may seek to recover a proportion of costs in advance before any works or repairs are carried out in the property.

8. Extenuating Circumstances

- 8.1 If a property is damaged by circumstances deemed out of the Council's control it's unlikely it is judged negligent by the tenant. For example: fire from an adjoining property.
- 8.2 If a house or bungalow is affected by fire the council have no insurance on these types of properties. Regardless of the circumstances, the council have a duty to carry out refurbishment and repairs of the damaged property(s) (Refer to point 4.3). However, recharges for the work will be issued if tenants responsibility. Refer to recharge policy
- 8.3 The full extent of damage includes adjoining properties that have been affected. The cost of works will be included in any rechargeable works.
- 8.4 Where it is deemed that the tenant and their visitors contributed to the circumstances in which the fire was started recharges will be issued. (See recharge policy). Examples include:
- Candles
 - Children left playing with matches,
 - Discarded cigarettes
 - DIY electrical installations
 - Drug and alcohol related
 - Electrical items including chargers left un-attended
 - Extension leads over loaded
 - Flammables items stored in the property or externally
 - Leaving a tumble dryer working un-attended
 - Result from tenant damage, neglect or carelessness, or by a family member, third party and tenant's visitors
 - Tampering and by passing meters
 - The use of petrol and flammable substances within the property
 - Unattended cooking utensils (chip pan's)

- Where a fire is deemed to be caused by works to vehicles and mechanical items internally and externally

This list is not exhaustive therefore other scenarios could occur which are not listed that would also be considered as re-chargeable.

9. Leasehold Properties

- 9.1 All leasehold properties have building insurance taken out by the council and charged for in the annual service charge. The contents and personal possessions, is the responsibility of the leaseholder who should have taken out contents insurance separately with their own insurance company or the council's independent insurance broker.
- 9.2 The council will carry out works to all windows, the exterior structure, internal walls and fittings (kitchen units, bathrooms etc). The insurance will also cover an element of decorating. Liaison with the council insurance administrator must be undertaken for the full extent of cover.
- 9.3 Emergency temporary accommodation can be provided by the Council and is chargeable to the leaseholder until it is determined whether the insurance company will provide alternative accommodation.

10. Garages

- 10.1 Where it is deemed that criminal intent or inappropriate use of the garage was a contributing factor to a fire this will be rechargeable to the perpetrator or the tenant.
- 10.2 Garages are for the use of parking vehicles only, and **not** for the storage of any other personal items.

11. Consultation

- 11.1 Will be through the relevant tenant consultative group(s) and the Property Services Manager and Landlord Services Manager.

12. Equality Impact Assessment

- 12.1 All Council policies aim to address the general duty of the Public Sector Equality Duty (A requirement on Public Bodies within the Equality Act 2010) to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
 - Advance equality of opportunity between people from different groups; and
 - Foster good relations between people from different groups.

13. Review and Monitoring

- 13.1 This policy will be reviewed every 3 years or when a change in regulation or legislation is received which may affect a policy review or change

Appendix 1 PROCESS

Ideally Housing Officers will deal with all reports of fire damage to properties, whether affecting one room, the whole house, the exterior of the property or to communal areas and notify Property Services. Although it is acknowledged that reports may be received via the emergency call out service. In all scenarios notification is required to Contractor Liaison Team who will contact the Principal Building Surveyor and Repairs Hub for securing property and arranging for any inspection.

Before entering a property, an assessment will need to be made to confirm if an air test should be arranged prior to entering the building/property arranged by the Repairs Hub/Principal Building Surveyor.

Once a fire damaged property has been reported it must be inspected by a Housing Services Team Surveyor to initially assess the damage.

Contact should then be made to the Duty Officer for accommodation rehousing.

The Council's Insurance Officer must be contacted at this point if the fire damage has occurred to a flat or maisonette where we could escalate a claim on the Buildings Insurance policy. The Insurance Officer will need to be given the contact name of the officer overseeing the works, an estimate of the likely costs and the works order reference number(s) allocated for the repair works. Where the repair work is likely to exceed £2,000, the Insurance Officer will arrange for the involvement of a Loss Adjuster.

(a) Fire Damage Under £2,000

- i) Site Visit within 24 hours to assess damage
- ii) Formulate estimate and complete claim form
- iii) Raise order(s) on repairs system

(b) Fire Damage Over £2,000

- i) Site visit within 24 hours
- ii) Liaise with Insurance officer to meet Loss Adjuster on site if council flat block
- iii) Prepare specification and obtain quotations. Liaise with Loss Adjuster to agree specification
- iv) Work placed with Contractor on Schedule of Rates or quotation (usually quotation). Depending severity of fire work may be carried out by loss adjusters appointed contractors in the case of leaseholders.
- v) Duration of work agreed between all parties which include the tenant or leaseholder, Housing Services and the nominated Contractor(s).

All copies of estimates quotations and any other information should be forwarded to the Insurance Officer (2 copies).

Where work to a fire damaged property exceeds £10,000 three quotations must be obtained by Housing Services, Capital Projects Team.

TENANTS DECANTED

The Housing Surveyor should liaise with the Housing Officer if the works cannot be carried out with the tenant in occupation.

Where the tenant is to be decanted, the Surveyor should ensure that they sign a form relating to disposal of furniture. This will ensure that any items left in the property can be removed without future requisition from the tenant.

CLAIMS FOR FLAT BLOCKS

Provide Contractor Liaison Team with details of the works required and costs providing as much detail as possible, ensuring the following information is shown:

- i) date and time
- ii) exact location
- iii) cause
- iv) extent of damage
- v) estimate of the costs involved

This information will be assessed by Contractor Liaison team and two copies sent to the Insurance Officer.

Details, should also be given of any contents claims and copy invoices must be provided in support of any such claims.

FLOW CHART: PROCEDURE FOR FIRE DAMAGED PROPERTIES

