

From: JAMES DOBBIN <jimmydobbs@hotmail.com>
Sent: Monday, 3 June 2024 7:24 PM
To: michael@roninmedia.com.au
Subject: Fw: Mr James & Mrs Deirdre Dobbin | Allianz Reference 6210261821 | Allianz Reference 6210287371
Attachments: Email from EOS.pdf

Hi Michael
Please find email from insurer
thanks
Jim

From: CLAIMS_0292667106@allianz.com.au <CLAIMS_0292667106@allianz.com.au>
Sent: Wednesday, 31 January 2024 1:18 PM
To: jimmydobbs@hotmail.com <jimmydobbs@hotmail.com>
Cc: catriona.cole@allianz.com.au <catriona.cole@allianz.com.au>; veronica.whelan@allianz.com.au <veronica.whelan@allianz.com.au>; disres@allianz.com.au <disres@allianz.com.au>
Subject: Mr James & Mrs Deirdre Dobbin | Allianz Reference 6210261821 | Allianz Reference 6210287371

Claim No:	6/210261821 M48
Date of Loss:	11/08/2019
Our Insured:	Mr James & Mrs Deirdre Dobbin
Policy Number:	621S153685DMP

Dear Mr Dobbins,

Thank you for your below email to which we confirm receipt.

Allianz wishes to apologise for the claim experience not meeting your expectations and causing stress and ongoing frustration. Allianz reiterates it's commitment to work with you in attempt to resolve the issues at hand your property.

Foundation issue

As you are aware, Allianz have agreed to investigate the foundation issue which is not the subject of the two Determinations before us. We can confirm that Vivid Engineering are meeting on site with you on 6 February 2024 in order for them to investigate **any resultant damage** from water ingress caused the fall of the defective pavers.

Upon receipt of the reports, we will provide this to you and remain committed to a teleconference between engineer, yourself and me to discuss the findings.

Internal defective works - Claim one (Allianz Reference 6201261821) - AFCA Determination 937642

In relation to the appointment of Executive Property Consultants. T/A EOS Pty Ltd (**EOS**) (as required by the Determination below) , their mandate was only to assess the internal defective damage awarded by AFCA in Determination 937642 (**Determination One**), as follows:

- the complainant is to nominate two building companies, able to service his home.*
- the insurer to select one of these companies to prepare a quote to carry out rectification in respect of the whole of the 2019 scope of work by RR.*
- The contractor is to be provided a copy of the report of EE and is to give consideration to whether there has been*

degradation or other changes resulting from the defective work which require variation to achieve full rectification of the 2019 scope of work by RR.

- the insurer is then to cash settle the complainant the amount of the assessment plus an allowance of 20%.

Determination One, which was accepted, prescribed the resolution to be via cash settlement due to the underlying seasonal foundation movement (stated on page 2 of the Determination). This issue of foundation movement led AFCA to prescribed cash settlement because of the underlying foundation movement and does not prevent any builder from providing quotes as per the ombudsman's ruling. The Determination was also clear from which reports and scope was to be provided to that builder.

Further, the Determination by AFCA went on to awarded a contingency/allowance of 20% for any unforeseen costs and transfer of risk.

Unfortunately, the nominated builder of yours, EOS, has refused to complete the required and agreed Determination (which is to provide us the quote for us to settle) and Seascope Construction have also declined to provide a quotation.

Accordingly, Allianz have complied and completed the above Determination actions required (including providing EOS with all reports and Scope of works prescribed by AFCA) except for paying the Cash Settlement because EOS have refused to provide us with the quote.

In response to your below query as follows::

"I am somewhat amazed that Allianz continually use and quote the Determination outcome from AFCA as a tool and form of weapon at me. Yet you take, or make no indication that it also states, that there is consideration to be made that the nominated builder is to asses for a Variation regarding degradation or other changes resulting from defective works. This is to be given and made."

Unfortunately, EOS have not provided us with any reports detailing any internal issues and therefore we are unable to review this. Please be aware that the External Claim Determination with AFCA Ref 890960 (**Determination Two**) does not require us to:

- engage EOS builder for any assessments therein of the external space; and
- assess the Foundation issue (which falls outside the two determinations and is being investigated by our Engineer Vivid Engineers).

However, in good faith, and due to all the new information provided by you via email on, but not limited to, 28 November 2023, Allianz have agreed to review this issue.

Mould

Allianz has not rejected mould, the Internal claim requires for EOS to provide a report and quote for us to settle you upon. The delay is due to Allianz not receiving this from EOS as required in instructions sent to them.

Propose solution for Determination One

As EOS have refused to complete the required action required of them in the Determination, we propose the following two resolutions to progress your Determination One, (noting that the settlement is to also assist with mould remediation):

1. Allianz to provide you with a choice of 4 builders to chose from the complete the quoting or assessment; and
2. Alternatively, you to provide us with other builder options.

Unfortunately, we have not obtained any reports or quotes from EOS and have been threatened by the builder via email (**attached** for your reference).

Please have a think about the above two options and let us know which option you wish to proceed with..

External defective works - Claim two (Allianz Reference- 6210287371) AFCA Determination 890960

The Determination provided that we had to allow you to elect Cash Settlement or our trades to complete rectifications to which you chose for our trades to repair. The responsibility extended to us relaying the pavers and reinstating the patio roof sheeting. Due to warranty issues and drainage (from expert engineers) Allianz have accepted the following scope, which is currently waiting Victorian council permits:

Detailed Costings					
EXTERNAL REPAIRS - LEFT SIDE ELEVATION				20045409-1	
3.01	Remove Supply and Install new 90x90 MM Cypress Post to engineers specifications including digging of holes concrete supports and all accessories	5.00	EA	\$350.00	\$1,750.00
3.02	Remove Supply and install 190x45 H3 Treated Pine for rafters and and perimeter beams to engineer's specifications including all ancillaries	38.00	l/m	\$80.00	\$3,040.00
3.03	Remove supply and Install 240x45 H3 Treated Pine Fascia Beam to engineers specifications including all ancillaries	12.00	l/m	\$120.00	\$1,440.00
3.04	Remove Supply and install 70x35 H3 MGP 10 Treated Pine Roofing Battens to engineer's specifications including all ancillaries	72.00	l/m	\$16.50	\$1,188.00
3.11	Painting - Hourly Rate Labour for painting external pergola - including return trips for multiple coats	16.00	hour	\$55.00	\$880.00
3.12	Painting External materials for painting of Pergola undercoat top coat drop sheets	1.00	each	\$950.00	\$950.00

Remove, supply and install larger strip drain to accommodate the 4.00 l/m amount of water from patio roof and existing backyard that naturally flows towards patio area. Fall towards house where stormwater drain is discharged. To be set in place as not to move. Please note that pavers will not fall towards house.

- 3.02 Supply and install new strip drain in front of the access door to the sub floor to prevent flooding from natural sloping ground towards the house. Drain can be connected to down pipe at front left hand side of property for discharge.
- 3.03 Remove, supply and install new brick pavers to best match existing. New paver sand to be compressed prior to laying. Fall of pavers is to be slightly angled towards the retaining wall and not the house.
- 3.04 Metal Roofing - Remove, supply and install Metal Quad/squareline gutter Remove both the patio gutter and gutter running along the house and reset. Gutter likely will need replacing due to pooling which has caused rust.
- 3.05 Supply and install metal roof battens 40mm New 40mm battens required as existing cannot be re-used.
- 3.06 Roofing Poly carbonate - Remove and reinstate poly carbonate roof sheeting for patio works
- 3.07 Painting External - Labour and materials to prepare and paint soffits/eave linings Repaint the eave living where slight staining has occurred. This includes the fascia.
- 3.08 Painting - Hourly Rate Allowance to paint patio timbers to match existing. Paint areas that have not been painted and new battens

As previously advised, the delay is on the wait for council permits approvals (which is outside our control). Once at hand, the job will be able to commence. This will be warrantable by the builder and assist with the issues you facing at the property as referred in the scope/quote.

At this stage, we cannot commence until we have received council permits and Ambrose have advised that there is no make safe possible currently.

Should this be unsatisfactory, please note that the Determination allows you to opt for cash settlement for the above repairs and Allianz can provide a Cash settlement.

We will continue to provide you progress updates and wait to hear from you surrounding election of possible solutions listed above. Should you have any queries, please do not hesitate to contact me.

This information is provided subject to our compliance with the provisions of the Privacy Act 1988 (Cth), and/or when seeking this information, we undertake to comply with those provisions in respect of any information that you send us.

Please quote the Claim Number when referring to this matter. For further information, please contact me.

Yours faithfully,
(See attached file: Email from EOS.pdf)
Takudzwa Makusha
Customer Advisor

Phone Number: 0478 921 691
Fax Number: 0292667106
Email: CLAIMS_0292667106@allianz.com.au

Visit: <http://www.allianz.com.au>

ABN: 15 000 122 850 AFS License No. 234708

-----Reply Email History Sent From: jimmydobbs@hotmail.com on 30/01/2024 6:52:00 PM-----

EXTERNAL EMAIL: Check the email is safe before you open attachments or click any links.

Dear Takudzwa Makusha, Catriona Cole

Further to your email dated 25 January 2023.

I do not agree that Executive Property Consultants. T/A EOS Pty LTD (EOS) are to be removed from the position of “forwarding of requisite quotes, and assessment of further damage sustained by the poor workmanship and further lack of care by Allianz to the property under the umbrella of both claim/s.”

There is a total lack of care and due diligence by Allianz that seems to go on, and on and would now seem systemic.

Considering it's been four years to get here with nothing done. Yet there still has not been any attempt to make and maintain a water tight building even after four years of continual complaining of the lack of care and due diligence by Allianz.

There has been no attempt to protect the asset from further damage of water and flood.

Now due to lack of that due diligence and care from subsequent works on both claims, the catastrophic damage multiplies. Water still runs and pools under the house. Indeed the very repair by Allianz is assisting in two cases. This has been stated and documented by countless trades engineers and the builder EOS.

I therefore do not want or need a subsequent quote from Seascope Construction, as the builder EOS, that has been engaged by Allianz as per the determination has made it quite clear what the issues are before he can quote.

Also and not limited to;

Considering also the determination was made on the 1st of May 2023 which is 9 months ago. Still no work, or more importantly protection has been put in place to protect the building from flooding or water ingress.

I am somewhat amazed that Allianz continually use and quote the Determination outcome from AFCA as a tool and form of weapon at me. Yet you take, or make no indication that it also states, that there is consideration to be made that the nominated builder is to assess for a Variation regarding degradation or other changes resulting from defective works. This is to be given and made.

Determination

“A new assessment of rectification work is required”

“Having reached the above conclusions, it is necessary for a new assessment of the

rectification work to be obtained. I propose to direct the complainant nominate two building companies, able to service his property, for the insurer to select one of these, which company

is to then prepare a quote to carry out rectification in respect of the whole of the 2019 scope of work by RR. The contractor is to be provided a copy of the report of EE and is to give consideration to whether there has been degradation or other changes resulting from the

defective work which may require variation to achieve full rectification of the 2019 scope of work by RR. This would include matters such as mould removal and clean-up costs. The

insurer is then to cash settle the complainant the amount of the assessment plus an

allowance of 20% for contingencies.”

As previously stated here, and on many other occasions. This cannot be done as the under house is still being compromised by continual ingress of water after each and every rain event by poor workmanship and lack of due diligence by Allianz on both claims to protect the property or asset from such damage. The property is still not watertight.

The Determination also states that I nominate two Building companies, and that Allianz was to choose one. It does not say that if the builder finds issues that he is to be removed and the second builder used to find a better outcome. There is no second builder after choosing.

I Now find that the builder who has been engaged and who is of reputable standing, has been told that they are to be replaced. Because, he can't and will not quote on building that is still being compromised, having water pushed under the house from a separate claim, and has been for four years. This is maintaining the waterlogged foundations from the first and second initial flood causing further damage that still continues. All this is, and has been agreed to by engineers, builders and Trades. Yet not stopped by Allianz, either temporarily or otherwise.

Further.

I have attached an email I have sent to EOS where I requested they let me know why I had not had any feedback from the reports carried out by Allianz through various Trades and or Ambrose construct. To my amazement and horror I find these reports, although some have been sent to myself directly for my own information, none were sent to the building contractor EOS.

My question therefore are;

Why has EOS not been sent the reports? Considering they are the chosen builder to quote the inside?

Why are you not listening to why EOS can't give you a quote. (The house is still being compromised by water).

Why have the mould issues been trivialised? There is still water entering the house space?

Why are you attempting to remove EOS because they cannot quote on a property that is continually being compromised.

Why has no urgency been taken to protect the building or Asset from further water damage? Even though it is proven by engineers and trades that the building is being flooded continually due to bad workmanship by Allianz?

Why are we still looking for cause for flooding when it's been proven and excepted by Allianz that the under floor is still flooding Via the patio not being to AusStandard and has a two inch fall straight into the subfloor area?

Why has, and is water still allowed to be pushed under the house causing further damage to the foundations by various means that are all related to poor workmanship or lack of repair on both claims?

Why has there been no no due diligence, even after four years by Allianz to stop the ingress of water into the property or asset, and is still doing so after each and every rainfall causing further damage?

Why has there not been any due diligence by Allianz, even after nine months from the determination to stop the flood and water ingress into the under space of the property causing further catastrophic damage?

Why have I now got a stump pushing up through the lounge floor?

This email:

You have left me with little recourse.

If no action is taken by the close of business within five working days which brings us to 06/02/2024 the whole matter will be returned to AFCA for non compliance.

Kind regards

James Dobbin

Sent from my iPhone

Begin forwarded message:

From: Justin Martin <jmartin@executivepropertyconsultants.com.au>

Date: 28 January 2024 at 10:37:50 am AEDT

To: JAMES DOBBIN <jimmydobbs@hotmail.com>

Subject: Re: Concerned I've had no response

Dear James,

At all times the correspondence I have received from Allianz essentially pertains to request for quotations. I am happy to forward all emails in relation to this matter, just advise and I'll happily send the information through.

As to other trades, inspectors, engineers - in relation to and or with regards to reports I have not been supplied with a single report or notification that other trades are scoping defects and or further works. I will advise though given the industry I am aware that other parties are reviewing various aspects of your home. This is why proficient and competent business' don't waste their time with insurance work, it's not worth the hassle. Insurance companies fail to recognise in business time is money, and I can not imagine what this duration of time has meant to you and your family.

Providing a quotation with out first ensuring stabilisation and external drainage remediation will lead to further quotations and potentially more works being undertaken. I will maintain my position in the interests of the work practices being conducted correctly on your property.

I'm not interested in undertaking works on your property as I would not guarantee any works whilst subsidence is not remedied further the root cause of the subsidence must also be addressed. Any secondary later return to site is a waste of time, money and inconvenience to all parties. Your property requires attending too once - the works required must be done in a methodical manner, and done professionally. Failure to do so will only give you a substandard outcome.

Whilst I can estimate there is circa \$30k in stabilisation costs, a further \$10k for compression packing and Re levelling the house due to the subsidence issue, the drainage I am unaware of the exact scope, but expect at \$7k in external linear/channel drainage and that requires a pit installation at a minimum to mitigate future flood events.

Your property has major issues internally with mould sandwiched between plaster sheets (namely bathroom ceiling), leaks from shower recess caused by house movement that has comprised the membrane, numerous cracks throughout, mould growing on windows, and clearly contaminating other areas of the house. There is circa \$70k plus internal works, decontamination (mould treatment), bathroom renewal, plaster, paint, carpets, kitchen requires work and the list goes on.

As you are dealing with ACFA and your insurer, Id of thought works would have progressed by now, at least progression with correct drainage. It is the optimal time of the year to do the so, as underside of your home can commence drying. It's apparent this is going to be a protracted process of which I think you should be preparing for.

Should you require anything please do not hesitate to call.

Thank you
Kind Regards
Justin

On 25 Jan 2024, at 5:30 pm, JAMES DOBBIN <jimmydobbs@hotmail.com> wrote:

Hi Justin

Can you please let me know what correspondence you are having, or have had with Allianz? Have you

received any reports?

I ask this out of concern, as I have not heard anything from you with regards to the reports that have been carried out by Allianz through various trades via and through Ambrose construct (Ambrose).

Whilst Ambrose have been contracted by Allianz to repair the outside patio area, it appears that they have also been engaged and used to gain Engineers, trades and mould remediation reports and more on various aspects of the interior damage of the property as well as in some cases exterior.

I gather they have forwarded these on to you. As you have to quote on the interior claim and would need them to assist on your determination of the problems at hand.

Hence again the query why I have not heard from you.

Further:

At my own expense, I have also engaged a company called "Rectify" for a report and quote on the cause and rectification of the foundation movement. I also engaged a building inspection. "8 point inspections". Both reports and consequential follow up report from "Dr Phil Irwin from Rectify" all of which I sent in to Allianz. Who ultimately would send them on to yourself as the contractor as it may have an effect on your quote.

Again I heard nothing from you with your professional thoughts and direction and I am quite upset that you have not responded to them either directly or indirectly to me considering you are the contracted builder for the quote.

Therefore can I please ask:

As I had not heard from you with respect to any of these reports. What your professional thoughts are on them? And would they effect the quote.

Kind regards

James Dobbin --- Please consider the environment before printing this email ---

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