



Land Surveyor Claim Case

Travelers Insurance has a good claim case study example of how documentation, even on an invoice, can impact a claim. While we promote all projects to have some form of written contract, even the documentation on an invoice to a client can make or break the firm in a claim situation. This claim paid out \$50,000 in damages.

Risk Management Tips from this case:

- Clearly identify in your contract and/or your invoice what services you are providing/provided and make sure there is consistency.
- If certain services are important or typical, but not included, clearly identify what services are not included or make it very clear in the contract and/or invoice that your firm is not performing any services other than those expressly stated.
- Maintaining good records is valuable to negotiating claim settlements fairly and quickly.



Documentation Consistency

BACKGROUND

A Surveyor was hired to prepare a site survey for a utility company in order to determine the location of where to place utilities on the site. During an on-site meeting with the Surveyor, the purported owner of the land, and the utility company, the Surveyor was shown where the utilities were to be located. The Owner of the site verbally confirmed she was the true and lawful owner of the site during this meeting.

After the meeting, the Surveyor proceeded with preparing the site survey. In doing so, the Surveyor reviewed real estate assessment information available from the state where the site was located, the state's property maps, and the Warranty Deed for the site, all of which indicated that the purported owner was the true and lawful owner of the site.

The Surveyor submitted its site survey to its Client. The site survey identified where the utilities were to be located and clearly stated that the survey was not a general property boundary survey, and therefore the exact location of the owner's property may differ from a full boundary survey.

WHAT HAPPENED

The utilities were constructed on the site in accordance with the site survey provided by the Surveyor. Approximately one year later, a dispute arose regarding the ownership of the property where the utilities were constructed. A lawsuit was filed against the Surveyor and its Client, among other defendants. There was a boundary survey attached to the lawsuit that showed that the land where the utilities were constructed belonged to someone other than the owner identified on the site survey.

RESULT

The documentation in the Surveyor's file made it apparent that the Surveyor had no reason to believe that the purported owner was not the actual owner of the property. In addition, the documentation showed that the Surveyor made it clear to its Client that a boundary survey was the only way to determine the true and lawful ownership.

The Surveyor was not hired to provide a boundary survey and properly noted on its survey that a boundary survey had not been performed. However, the Surveyor's invoice for this project referenced a boundary survey, which created a question of fact as to whether the Surveyor was perhaps hired to provide a boundary survey. Had it not been for this notation on the invoice, the Surveyor may have been able to escape liability entirely. The Surveyor ended up paying just over half of the total settlement amount (which totaled approximately \$50,000) to resolve this matter.

RISK FACTOR:

Invoices for professional services should be consistent with the services agreed to in the contract.