

TEMPLATE FOR LETTER TO A DISSATISFIED CLIENT

Feel free to modify this letter as you see fit. If you want help, email InterNACHI at legal@internachi.org. This letter assumes that you are using InterNACHI's standard pre-inspection agreement.

Dear _____,

We are responding to your recent [letter] [email] [phone call]. You stated that you were unhappy with our inspection because [summarize what the client said].

We appreciate that you took the time to contact us. We take pride in our reputation and strive to keep our customers satisfied.

Use this paragraph if you want to refund all or part of the inspection fee:

We believe that we complied with our contractual obligations and with state law. Nevertheless, we will [give you a full refund] [refund \$___ of the inspection fee] if you release us from further liability. A release form is [enclosed] [attached]. Please sign it and return it to us. We will then mail you a refund check. Please let us know what address we should mail the refund check to.

Note: You can download a release form here: <https://www.nachi.org/release.htm>

Use this paragraph to request more information from the client:

We need more information to consider your claim. Please visit <https://www.nachi.org/issue-resolution-buyer.htm> and provide the requested information. If you want to provide additional information to us, you may email us at [your email address]. We will promptly contact you once we have this information.

Use one of the following paragraphs if you do not want to issue a refund:

We believe that we complied with our contractual obligations and with state law. The contract you signed clearly states that we would perform the inspection in accordance with InterNACHI's Standards of Practice (SOP) and any applicable state laws. We did that. The issue you are raising is outside the scope of InterNACHI's SOP and any applicable state law. Because we did what we agreed to do, we cannot accept any liability.

or:

We believe that we complied with our contractual obligations and with state law. The contract you signed clearly states that if you believe you have a claim against us, you must provide the following information to us: (1) written notification of your claim within seven days of discovery of the issue, in sufficient detail and with sufficient

supporting documents that we can evaluate it; and (2) immediate access to the premises. You did not do this. Therefore, pursuant to paragraph _____ of the contract, we are released from any liability.

or:

We believe that we complied with our contractual obligations and with state law. The contract you signed clearly states that we do not perform engineering, architectural, plumbing, or any other job function that requires an occupational license. Because the matter that concerns you was outside the scope of our inspection, we cannot accept any liability.

or:

We believe that we complied with our contractual obligations and with state law. The contract you signed clearly states that we will not test for [the presence of radon] [mold] [compliance with building codes] [asbestos] [lead paint] [soil contamination] [environmental hazards or violations] [log decay]. Because the matter that concerns you was outside the scope of our inspection, we cannot accept any liability.

Use one of these paragraphs in closing:

We regret that we cannot give you a more favorable response. We wish you the best in your future endeavors.

or:

We regret that we cannot give you a more favorable response. To address the issue that concerns you, we encourage you to contact [a plumber, an electrician, an engineer, etc.]. We recommend [name(s) of those you recommend]. We wish you the best in your future endeavors.

or:

We regret that we cannot give you a more favorable response. To address the issue that concerns you, we encourage you to contact [a plumber, an electrician, an engineer, etc.]. We recommend [name(s) of those you recommend]. As a reminder, the contract you signed provides that the exclusive venue for any legal action is to be in _____ County. The contract also limits our liability to the amount of the inspection fee. We wish you the best in your future endeavors.

Use this paragraph if the client has threatened to harm your reputation:

You stated that if we did not resolve this matter to your satisfaction, you would [state what client threatened to do]. While we understand your frustration, we take our reputation very seriously. Please consider our statements above and review the contract

you signed. If you make defamatory statements about us in any forum, we will take action to protect our reputation. In 2012, a home inspector in Virginia won an \$11,000 judgment against a person that had defamed him on Angie's List. He won another \$11,000 in punitive damages. See *Sessa v. Shaffer*, Circuit Court for Virginia Beach, Case No. CL12-5448.

We wish you the best in your future endeavors.

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