

The complaint

Mrs K has complained about how Soteria Insurance Limited (Soteria) dealt with a claim under her home insurance policy.

What happened

Mrs K made an insurance claim at her property. Soteria carried out a range of works at the property. Mrs K was unhappy about various aspects of the claim, so complained to Soteria. This included delays and that a dehumidifier installed to dry the property had leaked causing damage to Mrs K's carpets. Soteria accepted that the dehumidifier had leaked and asked its contractor to resolve the issue.

Mrs K contacted this service about her complaints, including that the damage caused by the dehumidifier hadn't been settled. Our investigator upheld the complaint about the dehumidifier and said Soteria needed to deal with settling the damage from the dehumidifier directly.

As Soteria didn't agree, the complaint was referred to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I uphold this complaint. I will explain why.

Mrs K asked this service to look at a number of complaints about her claim. However, most of these were brought to this service after the six-month deadline for doing so. As a result, we were unable to consider those complaints. I'm only looking at the complaint that was brought to us within the six-month deadline.

When that complaint came to this service, Mrs K was concerned about some snagging issues, including to some trims and issues with a towel rail. I've looked at what happened and, in my view, Soteria dealt with those issues reasonably. During the time period covered by this complaint, I also didn't see any avoidable delays by Soteria.

However, Mrs K's main concern was about the dehumidifier. It isn't in dispute that the dehumidifier installed to dry the property as part of the claim leaked and caused damage to Mrs K's home. Soteria asked the contractor that installed the dehumidifiers to resolve this. The contractor's insurer has then been dealing with the claim for the damage to the carpets and underlay. I understand that Mrs K wanted the damage to the carpets to be cash settled and there have been issues with reaching a settlement.

Looking at this part of the complaint in context, Mrs K doesn't have a direct relationship with the contractor or its insurer. She didn't employ the contractor and she isn't the policyholder with the insurer. Mrs K's complaint is about Soteria, as it dealt with the claim and appointed the contractor. The contractor damaged Mrs K's home when it was carrying out work on

behalf of Soteria. It makes no difference that this damage wasn't part of the original claim. Soteria is responsible for ensuring the damage is put right.

Soteria has told this service the discussions between Mrs K and the contractor's insurer have reached a "*stalemate*" as there were issues with contacting the carpet company that provided the quote and Mrs K demonstrating the true extent of the damage and the carpet costs being claimed for. So, Soteria is aware of what it needs to do to resolve this complaint which, based on what it has said, is to assess the extent of the damage and the cost of putting Mrs K back in the position she was in before the dehumidifier leaked onto the carpet and to put a settlement offer to Mrs K on that basis. If Mrs K is then unhappy with Soteria's assessment or settlement offer, she would need to raise a new complaint with Soteria.

Putting things right

Soteria should assess the extent of the damage caused by the dehumidifier leaking and the cost of putting Mrs K back in the position she was in before the dehumidifier leaked. It should put a settlement offer to Mrs K for the carpet and underlay.

My final decision

For the reasons I have given, it is my final decision that I uphold this complaint. I require Soteria Insurance Limited to:

- Assess the extent of the damage and the cost of putting Mrs K back in the position she was in before the dehumidifier leaked onto the carpet.
- Put a settlement offer to Mrs K for the carpet and underlay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 2 May 2022.

Louise O'Sullivan
Ombudsman