

The complaint

Ms H is unhappy with Soteria Insurance Limited's handling and settlement of a claim she made for subsidence damage to her property.

What happened

I issued a provisional decision on this complaint in October 2021, explaining that I intended to partially uphold it. Here's what I said in my provisional decision:

"What happened

There has been extensive background to this complaint as the claim was initially raised in 2010 and has been the subject of a previous complaint with our service. I won't be repeating the full history of the complaint, instead I'll focus on what I believe to be the key points, based on the evidence and arguments I have seen. This isn't meant as a discourtesy to either side, rather it reflects the informal nature of our service and my role within it. This complaint focuses on Soteria and its agents' actions from January 2018 to April 2020.

Following a previous final decision from our service, Soteria was required to carry out repairs to Ms H's home in line with the recommendations of a surveyor's report she obtained. In addition to the insurance related repair works, Ms H employed the appointed contractor to carry out some private, non-insurance related works at the same time.

The works commenced in January 2018, but Ms H called a halt to these in February 2018 as she was unhappy with the quality of some of the repairs. She felt they weren't in line with the recommendations of the surveyor's report. In April 2018 she instructed a surveyor to represent her in her claim. Following a site meeting between Ms H, her surveyor and the loss adjuster it was confirmed that works were progressing as they should be.

The works recommenced but in June 2018 Ms H again asked the contractor to leave site as she was still unhappy with the works. In September 2018 Ms H asked for a cash settlement as relations with Soteria's loss adjuster had broken down and she wanted to instruct her own contractor to complete the works.

Soteria didn't agree that the works had been carried out incorrectly. It said the works hadn't been finished at the time Ms H asked the contractor to leave and so were incomplete as opposed to incorrect. It also highlighted that it was Ms H's private works, rather than the insured works, which were causing delays.

Soteria attempted to visit the site to further inspect the works at various stages, but a visit never took place. In January 2019, Ms H obtained a new surveyor's report to support her view that works were substandard. But Soteria didn't accept the report and maintained that a site visit would be needed in order to review the works and progress the claim.

Before a meeting was able to take place, Ms H instructed a new contractor to compile a schedule of works covering all the insurance and non-insurance related works. She had previously instructed a different contractor to restart the works, but she was unhappy with the quality of their work too. In December 2019 Ms H supplied the costs for all the works to Soteria and asked it to reimburse for these and for alternative accommodation while the works were completed.

Soteria has said that Ms H has prejudiced its position by completing the works without allowing it to inspect them first. It says she knew it disputed her concerns with both the quality of the works and the proposed costs from her newest contractor. It has also pointed out that throughout the claim Ms H has dismissed several sets of contractors and surveyors, appointed by either it or herself, which it says has added to the delays in the claim.

Soteria calculated the value of the incomplete works at the time Ms H called a halt to repairs and paid this amount plus interest to settle her claim. It also paid £1,500 compensation as it agreed that its loss adjuster hadn't handled the claim as well as it would expect and had contributed to the delays and frustration she had experienced.

One of our investigators considered Ms H's complaint, but she didn't think it should be upheld. She agreed that Ms H had prejudiced Soteria's position by carrying out repairs when she knew it disputed the necessity of redoing the majority of the works and the costs quoted by her contractor. So, she thought Soteria's position on the claim was fair.

Our investigator agreed that the claim hadn't been handled well and that Soteria was responsible for some unnecessary delays and communication issues. But she thought the £1,500 it had offered was enough to fairly compensate for these issues. Ms H didn't agree with our investigator's assessment. So, as no agreement has been reached, the complaint was passed to me to decide.

What I've provisionally 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.

There are two main issues I need to decide as part of this complaint. These are whether Soteria should reimburse Ms H for the repairs she has had carried out and whether or not the compensation it has paid is fair and reasonable.

It's not in dispute that Ms H carried out works to the property while the quality of previous repairs or the cost of subsequent repairs hadn't been agreed. Soteria says this was unreasonable and that it prejudiced its ability to fairly assess her concerns about the issues she reported. But Ms H says she has provided enough information for Soteria to determine that the works were poorly completed and to substantiate the costs of putting it right. So, she feels Soteria should meet her costs.

The terms and conditions of Ms H's policy state:

"you should not dispose of damaged items or incur expense in making good damage without our consent, except for emergency repairs to prevent further loss or damage."

So, based on the above, it's clear that Ms H has acted outside of the terms of her policy by carrying out the repairs without Soteria's approval.

I've thought carefully about the evidence Ms H has provided to show that the works weren't completed to an appropriate standard. But taking everything into account I don't think Soteria's position is unreasonable. I say this because it hadn't refused to deal with the claim or to put right any repairs which had been completed poorly. It just wanted to attend the site to assess these alleged poor repairs first.

Ultimately, Ms H knew that Soteria disputed the fact that all the repairs she had complained about had been completed poorly and that it didn't accept the costs she had supplied for putting things right. So, by going ahead with repairs without first allowing a site visit to go ahead, I agree that she prejudiced Soteria's ability to fairly assess and settle the claim.

Soteria has paid Ms H a cash settlement of £11,468.94. This is the difference between the original amount the repairs were due to cost and the amount it had already paid to its contractors. Soteria has also paid 8% interest on this amount from October 2018 to the date of settlement, as it believes it should have issued a cash settlement in October 2018. Taking everything into account, I think this was a fair and reasonable way to settle the remainder of the claim in the particular circumstances here. I don't think it would be fair to direct Soteria to pay for repeat repairs when its opportunity to inspect the alleged poor works has been taken away.

That said, I note that Soteria accepted that works to the render on the cellar wall and works to the electrical installation had been done poorly. It says it asked Ms H to obtain quotes for these works for consideration, but these weren't received. It also says it disagrees with the amounts Ms H's invoices suggest she ended up paying to have these corrected – £6,590 and £2,800 respectively – because it says the amounts are excessive and not in line with what it would expect for works of this nature.

I've thought carefully about these particular items. I understand Soteria disagrees with the amounts Ms H says she paid to correct these issues. And as I've stated above, I agree that by carrying out the works when she did, Ms H prejudiced Soteria's position. So, I don't think it would be fair to direct Soteria to pay the amounts Ms H is seeking for these issues. However, given that Soteria accepted these works were completed poorly, I do think the settlement it paid to Ms H should have included an amount to put these issues right.

I've looked over the original scope of works. This included a figure of £2,145 for the cellar and £456.50 for the electrical installation. I realise these are the costs for carrying out the works initially, rather than putting right the poor workmanship. But as Soteria disputes the costs supplied by Ms H, and is unable to inspect the poor workmanship itself, calculating accurate figures will not be possible. So, in the particular circumstances of this case, I think the fairest solution is for Soteria to pay these costs to Ms H again – in addition to the settlement it has already paid.

I've also considered the service Ms H received throughout her claim. I can see that there were times when communication from the appointed loss adjuster was poor and I agree that there was a significant delay in Soteria agreeing to the cash settlement when requested. However, I also think there were periods of delay which Soteria aren't responsible for, such as the times Ms H called a halt to the works, or when the loss adjuster was attempting, unsuccessfully, to arrange a site visit.

Soteria accepts that the level of service Ms H has experienced hasn't been good enough and has paid her £1,500 to compensate for this. Having considered everything that happened, I think this amount is sufficient to fairly reflect the impact of the issues which Soteria, or its agents, are responsible for."

I explained that I was minded to direct Soteria to pay Ms H the cost of the cellar and electrical works, based on the original scope of works.

I asked both sides to provide any further evidence or arguments they wanted me to consider before I reached my final decision.

Soteria didn't have anything further it wanted to add.

Ms H provided a detailed response explaining why she didn't agree that my provisional findings were fair. In summary, she said:

- The timeline of events stated isn't correct. She agreed to Soteria visiting the site numerous times, but the loss adjuster failed to make arrangements.
- As she gave opportunities for Soteria to visit, she doesn't agree that she prejudiced its position and feels it should cover all of the works, not just those it admitted had been completed poorly.
- She agrees that Soteria should cover the works it agreed were completed poorly but feels it should pay the full costs to her, not the costs I proposed to use to calculate the settlement.
- Soteria damaged her kitchen during removal and verbally agreed to cover the replacement costs, but it has subsequently refused to do so.
- She replaced her Victorian floorboards with tongue and groove floorboards which were cheaper, but Soteria refused to contribute to the cost of these or their installation.
- Soteria refused to cover the additional costs she incurred when having the final drain survey carried out. She says this was only necessary as Soteria failed to adequately repair the drains initially, and so she feels her additional costs should be covered, as well as the cost of the survey and repairs.

The points raised by Ms H weren't specifically addressed in my provisional decision originally. But as they related to whether Soteria's overall settlement of her claim was fair, I considered them further. This included obtaining further information from both Ms H and Soteria to enable me to do so.

I shared my thoughts on these points with both sides and offered them the opportunity to comment before moving ahead with my final decision. In summary, I concluded:

- Soteria agreed to cover the cost of replacing the damaged sink, subject to evidence of Ms H's costs – and I thought this was fair. But I said Soteria should also add 8% interest to the settlement amount from the date Ms H purchased the sink until the date she was reimbursed.
- Soteria does not need to cover the costs of damage to the kitchen unit or worktop, nor does it need to contribute to the costs of a new kitchen.

- Soteria should cover the costs of replacement floorboards and skirting for Ms H's lounge, as it appears this should have always been included in the costs of the claim. Soteria should also pay 8% interest on this amount from the date it cash settled the remainder of Ms H's claim to the date of settlement.
- Soteria should cover the cost of replacement of floorboards and skirting for Ms H's hallway, because these needed to be re-excavated to complete the final drainage repairs. Soteria should also pay 8% interest on this amount from the date it cash settled the remainder of Ms H's claim to the date of settlement.
- Soteria should reimburse Ms H for the final drainage survey she commissioned because it was only after she obtained and supplied this that Soteria approved the drainage works. Soteria should also add 8% interest to the settlement amount from the date Ms H paid for the survey to the date of settlement.
- Soteria does not need to cover the full additional alternative accommodation, storage and travel costs Ms H has asked for between July 2018 and completion of the works, because the primary reason the property was uninhabitable was due to private works, not insured works.
- Instead, Soteria should pay one additional week's alternative accommodation and travel costs to cover the period of time Ms H's property would likely have been uninhabitable due to the excavation required for the final drainage repairs.

Soteria accepted my amended provisional findings. But it asked for some clarification on some of the recommendations above, which I'll address in my findings below.

Ms H provided some further comments for me to consider. And again, I'll address these in my findings below.

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.

I've also carefully considered the information provided in response to my provisional decision and subsequent responses to Ms H's additional points.

Ms H has raised several separate points in response to my provisional decision and follow on communication with both parties. As with my provisional decision, I won't necessarily respond to each and every point raised. Instead I'll focus on what I believe to be the key points relevant to deciding a fair and reasonable outcome to Ms H's complaint. This isn't meant as a discourtesy to either side, rather it reflects the informal nature of our service and my role within it.

For ease of reference, I'll address the points I believe to be key, in turn, along with my decision in relation to each of those.

Site visit

Ms H has pointed out that she offered Soteria the opportunity to attend her property for an inspection on several occasions. She says it was the fault of Soteria, and not herself, that no inspection took place.

In my provisional decision, my intention wasn't to suggest that Ms H was solely at fault for the fact no site inspection was able to take place. It's clear from the communication records that she did make some offers to Soteria for a visit. Although I note that one of these offers was made with only one day notice for Soteria to attend, which was always going to be unlikely to be accepted. There was also an occasion where Ms H insisted on meeting away from the property, which Soteria says would have rendered the meeting unproductive given that it wanted to inspect the property and the alleged poor workmanship. However, aside from these I can see that Ms H did indicate a willingness for a visit to go ahead and that communication and administration from Soteria's loss adjuster in this respect was not good enough.

But that having been said, I can see that Soteria told Ms H that a site visit would be needed before it could approve any additional works beyond its initial scope. It said or reiterated this on several occasions. And Soteria explained to Ms H that it didn't agree with her suggestions of poor workmanship, or the costs she had provided for putting them right. So, I think Soteria did enough to make it clear that a site visit would need to take place before any additional costs would be approved.

I've thought carefully about everything that happened. And while I accept that Soteria's loss adjuster could have done more to arrange and attend a site visit, I also think Ms H could have done more to arrange or be available for the same. And ultimately, I think Soteria did enough to make it clear to Ms H that a visit was essential before further works could be approved. So, by going ahead and completing works when she knew Soteria didn't accept their cost, or necessity, I remain of the view that Ms H prejudiced Soteria's position. And because of this, I don't think it would be fair or reasonable to direct Soteria to meet all of the costs Ms H is seeking to recover.

I also maintain that the £1,500 compensation Soteria has paid to recognise the poor service provided by the loss adjuster is fair and reasonable in the circumstances – for the reasons I explained in my provisional decision – so I won't be increasing this amount.

Cellar wall and electrics

In my provisional decision I explained why I thought it would be fair to direct Soteria to pay additional amounts to put right the cellar wall and electrical installation issues. I also explained why I didn't think it would be fair for it to pay the costs quoted for the works by Ms H. Nothing Ms H has said has changed my conclusions on this point. So, my view remains, Soteria should pay Ms H the costs outlined on the original scope of works totalling £2,145 and £456.50.

In addition, Soteria should pay 8% simple interest on the above amounts from the date it cash settled the remainder of Ms H's claim, to the date of settlement.

Kitchen

Ms H has said that Soteria's contractors damaged her kitchen sink and worktop when removing it. She says the loss adjuster made a verbal offer to cover the damage, but later reneged on that offer.

Soteria has explained that issues like this further support its assertion that a site visit at the time was essential to fairly progressing the claim. It has considered the photos Ms H has provided but doesn't agree that they are sufficient to evidence that either were damaged by its contractors. In addition, it has said that the photos don't seem to show significant damage to the worktops, but rather markings, which could likely have been sanded and/or repaired.

Soteria has said that even if it had been able to inspect the worktops at the time, and were to agree that its contractors most likely caused the damage, it would have been likely to instruct a repair firm rather than consider replacement. But as it stands, Soteria doesn't agree that it is responsible for covering the costs of replacement kitchen worktops.

I've thought carefully about this issue, and about the photos provided. Taking everything into account, I don't think there is sufficient evidence for me to conclude, on balance, that the worktops were damaged by Soteria's contractors or that they required replacement. And as the worktops have now been disposed of, it won't be possible to obtain further evidence to support Ms H's position. So, in these circumstances, I don't think it would be fair or reasonable for me to direct Soteria to cover the cost of replacing the worktops.

Soteria has agreed to cover the costs of replacing the damaged sink, subject to being provided with evidence of the costs Ms H incurred when replacing it. Ms H has since clarified that she only has a temporary sink in situ at the moment. She hasn't yet purchased a permanent replacement sink (or kitchen). So, Ms H should provide Soteria with evidence of the reasonable costs of a replacement sink, the same or reasonably similar to the old one, for consideration, once she has purchased it. And Soteria should still pay 8% interest on the settlement amount, from the date Ms H purchases the sink until the date it reimburses her.

Ms H has also said that Soteria verbally agreed to contribute £3,000 toward the cost of a replacement kitchen, but then later reneged on this offer. And that it has refused to cover water damage to one of her kitchen units. Nothing in any of the available documentation supports that an offer toward a replacement kitchen was made, and Ms H accepts she cannot provide anything to support this either. So, I don't think it would be fair or reasonable for me to direct Soteria to pay toward a replacement kitchen in these circumstances.

I also note that Ms H made the decision for her existing kitchen to be refitted to a knowingly wet wall, and that she signed a damage waiver at the time. So, taking everything into account, I can't reasonably conclude, on balance, that Soteria was supposed to pay toward the cost of a replacement kitchen. And I don't think it would be fair or reasonable to direct it to cover the costs of water damage to the unit, after Ms H had signed a waiver absolving it of responsibility for damage it might suffer once reinstalled.

Additional costs incurred due to drainage repairs

Ms H has maintained that drainage repairs carried out by Soteria's agents in 2015 and 2018 were poor. She says this is why the final drainage repairs in 2019 were needed. Soteria disputed this. But in my recent communications I explained that further works were required to a certain part of the drainage, which was previously repaired by Soteria's agents. So, in my view, this indicated that Soteria's work wasn't lasting and effective – which is what our service would expect from an insurer's repair work. However, I also pointed out that Soteria had already covered the costs of the final drainage repairs.

In addition to the costs of the final repairs, Ms H has asked to be reimbursed for the cost of the final drainage survey she had completed in late 2018 – which led to the final drainage repairs being completed. I explained to Soteria that it should cover the cost of this survey, because it appears this survey prompted it to cover the costs of the final drainage repairs. I also said Soteria should pay 8% simple interest on this amount from the date Ms H was out of pocket until the date of settlement. Soteria accepted this recommendation.

Ms H says that due to the need for further drainage repairs, as a result of ineffective previous repairs, she incurred further costs for alternative accommodation, storage of her contents and travel.

Soteria ceased covering Ms H's alternative accommodation and associated costs from July 2018, because it said it was only Ms H's private works which were preventing her from being able to move back into her home.

Ms H has said that her property remained uninhabitable due to both private and insured works. And in particular she says the previous drainage repairs completed by Soteria were poor which is why they needed to be redone by her own specialist in 2019. Based on this, she wants Soteria to cover the costs she incurred between July 2018 and the date the works to her property were concluded.

Given the history of this claim, the number of parties involved, and the fact that numerous staff members are no longer employed by the various businesses, it's been difficult to determine what happened at the time. But the available, contemporaneous evidence I've seen shows that Soteria explained to Ms H that it was the private works which were holding up the progress of the repairs in June 2018.

In communications sent to our service as part of this claim, Ms H has said herself that she accepted that delays with installing the underfloor heating (private works) was the main issue at that time. And the pictures I've seen, from the time, do seem to show exposed flooring and/or underfloor heating equipment which supports that this was likely the reason the property wasn't fit to be lived in. But Ms H has recently argued that it's unlikely the delays with the underfloor heating, explained at the time, could be accurate. She has also highlighted that the drainage required further work as well as the electrics. So, she says her property would have been uninhabitable in any event – due to some of the insured works.

In situations like this, where evidence is incomplete or contradictory, I'll reach my decision on the balance of probabilities. That is, what do I consider to be more likely, based on the evidence which is available.

I have considered everything Ms H has said and provided. But I haven't seen any persuasive evidence to show that the works required at the property, due solely to the insurance related works, would have rendered the property uninhabitable. And as explained in my provisional decision, and above, the quality of most of the works was disputed and this dispute was not resolved because no site visit was able to take place.

Ultimately, the evidence I find the most persuasive regarding this issue are the emails which state that the delays were as a result of the private works. This is because these emails are from the time of the issues, so I consider them more likely to be an accurate reflection of the situation, at that time, than Ms H's recollections from several years later. So, based on everything I've seen, on balance, I believe that it was the private works rather than insured works which caused the timescale to be extended and the property to be uninhabitable.

However, in my recent communication to both sides, I did explain that the final drainage repairs required the excavation of the hallway floor. I said this work was only necessary due to previous repairs completed by Soteria not being lasting and effective, and that this would likely have rendered the property uninhabitable for a period of one week. So, I said Soteria should cover one week's additional accommodation and travel expenses.

But Ms H has since explained that she didn't actually incur any costs for additional accommodation during this period because she stayed with a friend who refused to accept any payment from her. Alternative accommodation cover in an insurance policy is intended to cover the reasonable costs of staying in additional accommodation while the policyholder is unable to stay in their own property due to an insured event, or the works required to repair the damage caused by an insured event. But it isn't designed to pay a monthly cash lump sum amount where a policyholder hasn't actually incurred any additional costs because of the insured event. So, as Ms H didn't incur any additional accommodation costs, I won't be directing Soteria to pay her any further amount for alternative accommodation.

Whilst I'm not going to direct Soteria to pay the alternative accommodation being claimed for, I still remain of the view that Soteria should pay travel costs, but not for the full period. I'll explain why below.

Ms H says the works to complete the final drainage repair took a month, rather than the one week I estimated. She has provided an email chain between her and her drainage specialist which she says evidences that this was the case.

I shared this with Soteria for its comments and it didn't agree that the email chain was sufficient to evidence the duration of the works. But it said it would be prepared to cover the travel costs for a month, if Ms H can provide something from her drainage specialist which categorically states how long the works took. I think Soteria's position here is fair and reasonable. So, should Ms H provide such evidence, Soteria should cover Ms H's additional travel expenses for the full period of time the drainage repairs took.

Soteria has calculated that one week's additional travel expenses would have been £51.34. This is based on the evidence Ms H provided which showed that she incurred £718.70 in travel expenses over a three-and-a-half-month period. I think this calculation is fair and reasonable to use if Ms H can supply the evidence Soteria requires. If she's unable to, then Soteria only needs to pay one week, totalling £51.34. To the amount Soteria reimburses for travel costs, it should also add 8% simple interest from the date Ms H was out of pocket, to the date of settlement.

I don't think Soteria needs to contribute to the storage costs for this period though, as I don't think the additional drainage works, in isolation, would have prevented Ms H from being able to store her contents at her property.

Lounge and Hallway floorboards and skirting

As with the habitability of the property and what caused that – insured or uninsured works, it's been difficult to establish whether replacement floorboards and skirting ought to have been included as part of the insured works. This is because there are numerous schedules of work, some of which include these items and some which don't. And it's no longer possible to obtain information from the relevant loss adjuster as he is no longer working for the relevant company.

However, from the information available, I explained to Soteria that, on balance, I thought it most likely that these items should have been included. I pointed out that there was no evidence to support that the materials had been purchased and supplied prior to its final cash settlement. And that no amounts for these were included in that final cash settlement either. I also pointed out that the hallway flooring and skirting needed to be ripped out in order to complete the final drainage repairs.

So, I said I was intending to direct Soteria to cover the costs of replacing the floorboards and skirting in both the lounge and hallway and that it should pay 8% simple interest on these amounts from the date it cash settled the remainder of Ms H's claim to the date of settlement.

I explained that the amounts Soteria should pay should be based on a costed version of the schedule of work provided to Ms H in 2018. This was because it was this schedule of work which persuaded me, on balance, that these items should be included in the insured works. This schedule of works specified the amount of material required for each item:

- Lounge – 25 sqm floorboards and 20sqm skirting
- Hallway – 8.4sqm floorboards and 16.4sqm skirting

Soteria has calculated the costs to replace the skirting, based on this schedule of work, as £380.74. To this amount, it will add 8% simple interest from the date it cash settled the remainder of Ms H's claim, to the date of settlement.

For the floorboards, Soteria has said it will reimburse Ms H at £30 per square metre, which is the amount Ms H had requested it should pay her, as part of her complaint to our service. This amounts to £1,002. To this amount it will add 8% simple interest from the date it cash settled the remainder of Ms H's claim, to the date of settlement.

Soteria has said it will also add VAT to the above, once provided with a VAT receipt.

I've looked over the calculations for the skirting and I think they are correct and fair. And as Soteria's offer for the flooring is equal to the amount Ms H herself has requested, I think this offer is fair and reasonable in the particular circumstances of this case.

With regard to the floorboards, Ms H has also highlighted that she felt it was unfair for Soteria to exclude the cost of sanding and polishing her floorboards from the final settlement. But I can confirm that the costs for sanding and polishing were included in the £11,468.94 cash settlement she has already received. So, I'm not making any further award for this.

My final decision

For the reasons above, I uphold Ms H's complaint in part.

Soteria Insurance Limited must:

- Pay Ms H an additional £2,601.50 for the cellar and electric works. To this amount add 8% simple interest* from the date it cash settled the remainder of Ms H's claim, to the date of settlement.
- Cover the reasonable cost (as I've explained above) of replacing Ms H's sink, subject to being provided with evidence of the costs incurred. To this amount add 8% simple interest* from the date Ms H purchases the sink to the date of settlement.
- Pay Ms H £264 for the final drainage survey. To this amount, add 8% simple interest* from the date Ms H paid for the survey to the date of settlement
- Pay Ms H an additional £1,382.74 for the floorboards and skirting. To this amount add 8% simple interest* from the date it cash settled the remainder of Ms H's claim, to the date of settlement.
- Pay the travel costs incurred by Ms H during the final drainage repairs at £51.34 per week. This is subject to Ms H providing confirmation from the drainage specialist of how long the works took. Should Ms H not be able to obtain this, Soteria should pay one week's costs. To this amount add 8% simple interest* from the date Ms H paid for the travel to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 22 April 2022.

**If Soteria Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Ms H how much it's taken off. It should also give Ms H a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.*

Adam Golding
Ombudsman