

The complaint

Mr G complains Soteria Insurance Limited (Soteria) did not make satisfactory repairs to his bathroom after he made a claim on his home buildings insurance policy. He also complains Soteria unfairly concluded that water damage to the adjoining property was a separate issue and not part of this claim.

Soteria are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Soteria have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Soteria includes the actions of the intermediary.

There are several parties and representatives of Soteria involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Soteria.

What happened

In August 2021 Mr G's property was broken into whilst he was away on holiday. His home and garage were vandalised extensively causing damage throughout.

Mr G made a claim on his home insurance policy. Soteria's approved loss adjuster attended and said the entire of the internals to the property were beyond any economical repair.

Soteria arranged for repairs to be completed.

The vandalism included the bathroom being completely damaged and needing replacement. The damaged bathroom had a bath but at Mr G's request Soteria agreed it would replace this with a shower instead of the bath as part of the repairs.

Mr G's is unhappy with the reinstatement work undertaken in his bathroom. He said the water tanks were not like for like and this had impacted the water pressure and temperature for the newly fitted shower and to other taps around his home. He also said there were still damp patches on his bedroom wall and that the neighbouring property was water damage due to the vandalism incident.

Because Mr G was not happy with Soteria, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said the issues with the water to the shower and taps is due to the set-up of the water tanks and pumps which Soteria advised against. They felt if Mr G had followed the professional advice given when the restoration work was taking place there wouldn't be these issues. They said the walls to Mr G's bedroom had not needed drying as they were not damaged in the incident. They said re-inspection found the damp in this area maybe a further issue from an ineffective damp proof course and that there may be another issue in the adjoining property.

As Mr G is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

In my response I have only considered Mr G's complaint points about the bathroom reinstatement and water damage to the adjoining property.

Bathroom reinstatement

Soteria provided detailed notes from its approved loss adjuster and plumber about the bathroom reinstatement and plumbing work undertaken.

I saw it accepted Mr G's request to re-instate a shower rather than a bathroom as this was better for his needs. It was agreed that any additional costs to make these changes would have to be covered by Mr G.

At the start of the work in July 2022 the plumber advised against putting the plumbing back as per the existing as it was inadequate. Mr G agreed he had needed to replace the water pumps every couple of years. The plumber suggested the water tanks be moved up into the loft as due to the lack of height where they were currently situated, it may cause issues with water pressure. A quote was submitted to Mr G to upgrade the system, but he did not accept the recommendation.

Soteria's plumber agreed to put the tanks and pumps back on a like for like basis on the understanding that it would not accept any liability. I saw in August 2022 Mr G signed a disclaimer acknowledging that Soteria did not recommend the set up and could not provide any guarantee regarding the efficiency or lifespan of the pumps.

I also reviewed the provided by Mr G's own plumber. This concludes that the installation of the current system is not suitable. It suggested removal of the tank, cylinder and pumps and to fit a different mains pressure system.

Mr G has accepted the issue with shower pressure but did not understand why it had impacted his sinks. Soteria provided an explanation that the issue with water pressure was all linked to the water tanks not being situated high enough. It explained that the size of pipes that feed modern taps are narrower in diameter than in older plumbing systems and the flow depends on the water pressure to the tap outlet.

The issue in this case has been caused by the change of use from a bath to a shower. The reports from both Mr G's plumber and Soteria's plumber agree the system currently fitted is not suitable.

I am very sorry Mr G is having issues with the water pressure and temperature, but Soteria advised Mr G against the set up and the pumps being fitted in this way before the work was undertaken. And as Mr G signed a waiver regarding this, I am unable to hold it responsible for any issues he is experiencing with the water pressure.

I therefore do not uphold this part of Mr G's complaint.

Damp to adjoining property

At the start of the rectification work to Mr G's home, Soteria installed drying equipment and this was in place for around six months. Readings were recorded of the damp at the start of the period of drying out and again at the end.

After the reinstatement work was completed Mr G reported a damp patch to a wall to the adjoining property. The drying contractor returned to investigate and also the building contractor looked into the work that had been undertaken.

The damp tests provided indicated both ground water and mains water. Soteria said there was a leak in the adjoining property, which I understand is owned by Mr G's son. It suggested Mr G should arrange trace and access work to find the source of the mains water.

The re-inspections of the walls concluded that any ongoing moisture issues within the two properties are not linked to the original damage caused at the time of the vandalism. They found the issue was most likely an inherent defect of the old cottages. I saw expert evidence that suggested the damp proof course was not effective.

I understand that Mr G thinks a damp patch in his bedroom and damp in the adjoining property are related to the vandalism incident, but I have not seen any evidence that this is the case and therefore I do not uphold this part of Mr G's complaint.

I understand Mr G will be disappointed with my decision and I accept that since his home was vandalised he has have gone through a time of high stress and upset, which will have been very difficult for him. However, I do not uphold his complaint regarding the above points, and I do not require Soteria to do anything further in this complaint.

My final decision

For the reasons I have given I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 23 April 2024.

Sally-Ann Harding
Ombudsman