

The complaint

Mr B complains that Protector Insurance UK has treated him unfairly when handling a claim made in relation to his property.

What happened

Mr B is a leaseholder of a flat. The buildings insurance is provided by the freeholder with Mr B being eligible to benefit from the policies cover.

Mr B contacted Protector to raise a claim after a leak in a neighbouring property had been identified in May 2023. Once it was confirmed the leak had been repaired in the neighbouring property, Protector appointed company A to attend Mr B's property to complete the drying process and any repairs needed.

When the remedial work was being completed, mould was identified in the property and further leaks were discovered. Mr B asked that Protector cover the costs of alternative accommodation while the work was completed as he was concerned about his health with the mould spores and general dust debris from the works. Protector agreed to the alternative accommodation costs but Mr B needed to find the accommodation himself.

Mr B feels he's been inconvenienced by the claim handling and delays and complained to Protector about this claim.

The complaint included a number of concerns about the overall claim handling including delays with its progress. Mr B said there was issues with company A and additional leaks not being noticed when they could have been and poor methods were used to identify these and dry the property. Mr B was also unhappy with the updates provided and that he needed to arrange his own alternative accommodation and storage.

To put things right, Mr B asked that Protector settle the claim in a reasonable timeframe with all work completed promptly. He also asked that it compensate him for the distress and inconvenience including the impact this claim had on his health and the financial repercussions of the delays.

Mr B brought his complaint to this Service in January 2024 and also complained that Protector had failed to address his concerns and provide a final response within eight weeks.

The claim was settled with the works completed in February 2024.

Our investigator looked at this complaint and overall, felt there had been failings with the claim handling and recommended that Protector take steps to put things right. The repair works had been completed and the claim had been settled, but they set out what they believed Protector needed to do to compensate Mr B for the failings during the claims process.

Our investigator didn't think she could determine that Mr B had lost out on work opportunities as a direct result of the delays with the claim handling. They said all claims will come with

inconvenience as the work required to repair any damage is completed. But Protector added to this inconvenience which went beyond what is reasonable to expect and it was fair that it compensated Mr B for this. In total they recommended Protector pay Mr B £650.

Protector accepted this proposed outcome but Mr B did not. He didn't think the investigator had covered off all of the relevant facts and believed there were errors in their investigation.

Our investigator responded to Mr B's concerns and apologised for any errors within the view. They said they still believed their assessment of the facts to be correct. But regardless of whether there were three leaks in the property or two, their opinion remained unchanged on the steps Protector needed to take to put things right.

Mr B maintained that he didn't think the outcome was fair and he asked that the case be referred for decision.

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.

Mr B has provided a great deal of information and detailed timeline for his version of events and what has happened during this claim. I am grateful for the effort put into providing this information. But while everything has been taken into account when reaching my decision, I've focused on what is relevant to the outcome of this complaint and crux of the matter. So I mean no discourtesy, but I have not commented on everything he has said.

Ultimately, Mr B is unhappy with a number of issues relating to the service provided by Protector and company A when his claim has been handled. This has impacted him with a belief that the errors have led him to delaying a move abroad to take up new work opportunities. And but for the errors of Protector and company A, he would have been able to make this move sooner.

The nature of an insurance claim means there is always a level of inconvenience involved in the process. This can mean plans need to change to work around what is needed to put things right. When considering if a business has acted fairly, I am deciding whether this inconvenience is above and beyond what I would consider reasonable and if this is the result of errors made by the business and what is fair to reflect this. When considering this, I will take account of the impact of these failings on Mr B including any financial implications.

It is not in dispute that there's been errors with the handling of this claim and this has added to the inconvenience of the matter. Protector has agreed with our investigators' assessment of this and offered to pay Mr B £650 in recognition of this. It has also said it will cover the increased utility costs for the time of the claim. Mr B doesn't believe this truly reflects the impact of the errors in this claim handling with both the financial consequences with missed work opportunities and the impact on his health.

This was a claim with multiple leaks within the property. Protector has provided its assessment of the claim journey and believes there to be three leaks in total. Mr B has questioned whether there were three leaks. And he's complained about a number of things which have impacted him during this process and I'll deal with these in turn.

Drying and reinstatement works

After the claim was made and it had been confirmed the leak at the source of the water damage had been repaired, Protector was able to instruct company A to dry the property.

This drying process took longer than expected, initially it was expected that 14 days would suffice for the property to dry. Instead an additional two weeks was needed and Mr B's property was not provided with a drying certificate until 6 September 2023. The reinstatement works could not commence until this had been done. Mr B was not offered an appointment for these works until early October 2023 and no one attended to commence the works until the start of November 2023. It was at this point it was identified the property was still wet.

A leak in the same area as before was then identified and this was repaired by 22 November allowing the reinstatement and drying works to continue. In early December a further leak was identified in the kitchen and a new drying certificate was not issued until the end of December.

Mr B has disputed whether the leaks were new leaks or linked to previous leaks. There was a gap of around two months between the first drying certificate being issued and the subsequent water ingress being identified and I think it is likely these could be different issues. But as there was a delay in Protector and company A attending to complete the remediation works, it can't be confirmed if the initial drying certificate issued in September was in error with the first leak not having been fixed.

The delay in the claim at this point was Protector's failure to attend Mr B's property sooner and I agree with our investigator that this is the main failing of this claim which added the delay. When the later leak was identified in the kitchen, the claim was dealt with promptly with the rest of the reinstatement work being able to be completed. And due to the proximity of this leak and the previous area, I think it is likely this is a separate issue.

Based on this, I think Protector has failed to progress this claim as quickly as they could have done. While there was contact with Mr B after the drying certificate was issued in September 2023 ahead of the site visit in November, there was delays in the process. And it is evident Mr B needed to call and chase Protector with the progress of the claim.

The delays in the progress of the claim and need for Mr B to chase for this to be progressed will have added to the inconvenience. The mould was identified when the skirting boards in the property were removed and this could have been identified sooner had this delay not been present and Mr B would have been able to arrange alternative accommodation sooner. So together with the additional inconvenience of the claim taking longer than I think it should, Mr B would have likely been worried about his health and this has caused additional distress.

I think the leak identified in the kitchen is more likely to be a separate event – even if leaks one and two are not – and this being discovered when it happened will have always added to the inconvenience and added more time to the total claim journey.

Lost work opportunities

Mr B has said he's lost out on work opportunities which were due to start in November 2023 with the employment being abroad. He said this needed to be delayed because of the ongoing works at his property. I can see he did push back the start date of this work as he wanted to ensure the remedial work was completed before he left. But I don't think it is fair to say that but for the delays experienced between the drying certificate being issued in September and work starting in November that everything would have been completed ahead of the November date.

When the remedial work started in November 2023, it was evident the property was not dry and a further leak was identified. Even if this had happened sooner, it would have meant

Mr B would have still likely been delayed as it would have meant the repair works would have gone past the start of November.

Mr B later said he would be able to manage everything with his property remotely if needed. I appreciate this was not his first choice and this would present challenges. But it was an option he had from the start and because of this, I don't think it would be fair to ask Protector to consider anything else in relation to any lost/delayed work opportunities.

Level of contact with Protector

Mr B feels the level of contact he needed to have with Protector to keep this claim moving is excessive. And it is unfair that he needed to source alternative accommodation and storage himself over this being provided by Protector.

I agree there has been a high level of contact here made by Mr B with Protector and this is beyond what I think is reasonable to expect. I think it is fair that the level of contact he needed to make is recognised to be inconvenience beyond what would normally be expected when notifying a business of a claim and working with it and its contractors while this is investigated and settled.

The policy wording sets out that additional expenses will be covered if incurred as a result of the property becoming uninhabitable as a result of an insured event. It doesn't confirm that Protector will source any accommodation or arrange the storage directly. So while I note the concerns of Mr B in needing to do this himself and at a time of year when this could have been more difficult to arrange, I can't say Protector has acted unfairly here. It has covered these costs in line with the policy as it is expected and the inconvenience of this is not something beyond what is reasonable in the circumstances.

Equally, I don't think Protector was acting unfairly when it asked Mr B to provide a copy of a GP note ahead of agreeing to the alternative costs. This was to confirm he'd been advised the mould in the property was likely affecting his health. It is not an unreasonable request and although Mr B advised this could have added a delay with the reliance on the GP's timeframe for providing this, it was supplied within 10 days of the initial request and Protector agreed to the alternative accommodation costs soon after this.

Delays added by company A staff member leaving

Mr B has said that a member of staff who first completed a schedule of works for his property was dismissed because of a lack of competency in their role. He thinks this added to the delays as the schedule they produced did not accurately reflect what was needed.

The reason for the departure is disputed by Protector but regardless of the reason, it has accepted the schedule of works completed by the departing employee did omit some facts relevant to the work required to put things right. But the scope of the work increased as the strip out works were completed and identified more work was required to put things right.

With this in mind, while the initial scope of works may have missed work that was later needed, I don't think it can be said this or the previous employee added any additional delays to the process.

The primary issue was not the schedule of works, but the property being identified as dry when it was not. This was either the result of an ongoing leak which was not identified sooner and if this was the case, the drying certificate issued in September failed to spot that water damage was ongoing. Or there was a new leak which added to the water damage after the previous drying certificate was issued. This was not spotted sooner because of the gap in the certificate being issued and the repair works starting.

So while I accept the concerns Mr B will have had when believing a member of staff left because they were not qualified to do their role, I don't think this has had any bearing on the overall claim and its delays.

Protectors' response to the complaint

Mr B has also complained that Protector failed to provide a response to his complaint within eight weeks. Complaint handling is not a regulated activity, so any failing or concerns about its ability to do this are not something I can comment on. So while this will have added to Mr B's frustrations about the overall process, this has no impact on the outcome and what I have considered when looking at Protectors actions when dealing with this claim.

Putting things right

Overall, it is clear things could have been better with the handling of this claim and this has led to Mr B being inconvenienced. Some of the delays to the claim being settled cannot be attributed to the handling of the claim, but it has taken longer than it should have to be resolved and it is right that the impact of this is recognised on Mr B with the inconvenience added.

But for the reasons I've explained above, I don't think it is fair to ask Protector to go further and cover any costs relating to Mr B and his new job which he took up at a later date because of the claim.

There has been significant inconvenience and disruption to Mr B and inline with our awards, Protector should pay £650 to Mr B to recognise this.

If Mr B feels the payment made by Protector for the increased utility costs during this time is not sufficient, he will need to provide it with information to demonstrate why and ask that this is reconsidered.

My final decision

For the reasons I've explained above, I uphold Mr B's complaint and direct Protector to .

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 4 November 2024.

Thomas Brissenden
Ombudsman