

The complaint

Mr H complains about Protector Insurance UK's handling of a claim he made under his block home insurance policy.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here, concentrating on the key issues.

Mr H is the leaseholder for the property he resides in. The property is covered by a block insurance policy, underwritten by Protector. The policyholder is the company which owns the property (I'll refer to them as M). Mr H is a beneficiary of the policy.

Mr H made a claim in late March 2023 after he discovered an ingress of water through his bathroom ceiling after heavy rainfall, seemingly due to an issue with the roof of the property.

His initial phone call went to an out-of-hours service. Protector called him back the next day, but got no answer, so left a message. Mr H called them back the following day, 3 April 2023.

Protector followed that phone call up with an email message to Mr H. This confirmed that in order to validate the claim, Protector were asking Mr H to find a roofer to inspect the damage to the roof and quote for the repairs.

The claim stalled at that point, for reasons which I'll explore in the section below. In April 2024, more than a year after first making the claim, Mr H contacted Protector and asked for a progress update and for someone to come out and inspect the damage to his bathroom, which he said was now more extensive.

Protector told Mr H that the claim had been closed because he hadn't contacted them again after they asked him to get a roofer out to look at the damage, in April 2023.

Mr H made a complaint to Protector. He said he'd never been told the claim was closed. He said he'd contacted Protector about a month after the first contact to explain that he was having difficulty finding a roofer – and that they'd promised him a call back and help with finding someone to inspect the roof. And after that, he'd waited for them to come back to him, but they hadn't.

Protector said they had no record of any call from Mr H after the first notification of loss in early April 2023. And that they hadn't heard from him at all until he contacted them in April 2024.

They said they'd been clear that the claim could only progress with a report from a roofer – and that it was clear that was for Mr H to arrange. They said they'd never promised a call back to Mr H or that they'd find a roofer. And they'd legitimately closed the claim after the lack of further contact.

Mr H wasn't happy with this and brought his complaint to us. He wants Protector to re-open the claim and pay for the repairs to his property.

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 listened to the call on 3 April 2023, which was in effect the first notification of loss. It's completely clear in that call that Protector ask Mr H to get a roofer. They explicitly say they don't have anyone available. And they advise Mr H to contact M to see if they have a recommendation.

It's also very clear in that call that Protector need the roofer's report / quotation to validate the claim and won't be taking any further steps until they have it. The ball is very clearly left in Mr H's court – and at the end of the call he accepts in no uncertain terms that he'll need to get a roofer out to the property.

The email sent by Protector to confirm the details of that conversation is also very clear. It says:

"As discussed, please could you arrange for a roofer to attend and provide a report / quote confirming the cause of the damage."

Protector have no record of any further contact from Mr H until April 2024. They assure us they've searched their systems – and that the records relating to Mr H's claims don't have any indication of a further call.

Mr H says that he made a call and Protector promised a call back and to arrange a roofer. That seems to me unlikely given Protector's previous stance on the matter.

When he later contacted Protector, Mr H said the damage was on-going (unsurprisingly, one year on) and he wanted someone to come and assess it and arrange repairs. He later said he'd had the damage repaired at a cost of £2,500, but it had recurred. It's difficult to reconcile what Mr H has told Protector at different times.

In short, there is no evidence to suggest Mr H contacted Protector between April 2023 and April 2024. It's possible he did, but there's no evidence to support that.

I don't think Protector treated Mr H unfairly in that first telephone call. Mr H left that call thanking the agent for her assistance and clearly summarising what he needed to do next. Which the follow up email then clearly confirmed.

And I don't think it was unreasonable for Protector to close the claim after they'd had no further contact from Mr H for so long. And I don't think they were obliged to notify Mr H of the fact they'd closed it, in all the circumstances.

As far as Protector were concerned at the time, the most likely explanation of the lack of contact from Mr H was that he'd found a roofer who'd inspected the roof and confirmed the damage wasn't caused by an insured event. I note that the weather records show no storm at or around the relevant dates / times.

So, in terms of their handling of the April 2023 claim, I don't think I can justifiably say that Protector did anything wrong.

Mr H has said more recently that he wishes to make a new claim. It's not for me in this decision to direct Protector as to how to deal with that new claim, except that I'd of course expect it to be dealt with in line with the terms and conditions of the policy. The complaint I'm

considering here is entirely about the handling of the April 2023 claim.

My final decision

For the reasons set out above, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 January 2025.

Neil Marshall
Ombudsman