

The complaint

Mr O complains about Protector Insurance UK's handling of his property insurance claim.

All references to Protector also include its appointed agents.

What happened

Below is intended to be a summary of the key points forming this complaint. It therefore isn't a full timeline, or a list of every point made.

- Mr O is the owner and leaseholder of a property which has cover arranged through the freeholder.
- In April 2024, Mr O returned from holiday to discover damage to an internal wall located near the bathroom.
- Mr O was concerned the damage had been caused by a leak and contacted Protector immediately to report this – and seek clarity on whether it was safe to use the shower facilities.
- Mr O made several calls to Protector but said he kept getting pushed back and forth between Protector's agents and its out of hours emergency team.
- During one of the calls, Protector told Mr O it would not shut off the water due to Mr O having a young child in the property and that he could use the shower facilities.
- Mr O said he asked Protector to confirm this in writing however he it wouldn't do so. Mr O used the shower facilities following the call.
- Protector wrote to Mr O later that day to say it would be unable to provide permission to use shower facilities – and it would be Mr O's decision to do so.
- Mr O was unhappy with this, he said this was a stressful situation for him and his family, having just returned from a long flight to find water damage at the property. He also detailed the concern the email response caused him because he had already used the shower based on what he'd been told on the phone. He was concerned there was potentially a large water leak which had not been resolved – and that using the shower facilities without permission could compromise any potential claim.
- Mr O arranged for work to be done to rectify the damage caused by the leak. He provided a quote to Protector for the work he has had carried out. However, Protector said not all the work in the quote, such as dealing with cause of the leak, is covered under the terms of the policy.
- In addition, it said the parts that were covered appeared to be less than the value of the excess applicable under the escape of water section of the policy. So, Protector said it could not provide cover. However, it added it would consider any revised and more detailed breakdowns of quotes provided by Mr O.
- A complaint was raised by Mr O as he was dissatisfied with Protector's handling of the claim. Protector has not provided any further comment on the complaint other than the outcome of the claim, however it has provided a final response letter providing Mr O referral rights to our service.

Our investigator's view

Our investigator upheld the complaint. She said from listening to calls between Mr O and Protector it was clear Mr O was seeking advice about whether using the shower would cause further damage or impact his claim – and Protector didn't provide correct or clear information in response.

The investigator said the call had ended with Protector's agent confirming not to switch off the water, but that Mr O could use the shower. However, this was later contradicted by an email telling Mr O it couldn't confirm whether to use the shower, and it was Mr O's decision to do so.

She recommended Protector pay Mr O £100 compensation for the distress and inconvenience caused due to the confusing and contradictory information it provided and the additional effort required by Mr O to get his questions and complaint answered.

Regarding Mr O's claim costs, our investigator said on reviewing the policy terms and the quote provided by Mr O, she could see the policy provided cover for damage from an escape of water but not any damage to the system or appliance which the water escapes from. She said based on the information available, she was persuaded the claim costs were under the policy excess of £500 and so didn't recommend Protector meet the repair costs provided by Mr O of £660.

Protector accepted our investigator's view of the complaint.

Mr O didn't accept our investigator's view. He didn't agree the amount of compensation recommended by our investigator was sufficient and thought it would continue to encourage poor behaviour from Protector towards its customers in future. He has suggested a compensation figure of £500 to be more sufficient in the circumstances.

Mr O said if a £500 excess applies in relation to his claim, then payment should be made to him of costs he has incurred above the excess – in this case £160. He said the quote and works carried out didn't relate to the system or an appliance, and so didn't agree the works were not covered under the terms of the policy.

He reiterated the stress and inconvenience caused by Protector and its agents and has pointed out regulatory rules he feels it has breached.

The complaint has now passed 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.

I understand Mr O feels strongly about what has happened, and I want to assure him I've considered everything he's said very carefully. However, my findings focus on what I consider to be the central issues of the complaint. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mr O, and by Protector, to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- It's clear from reviewing the information available that Mr O had called Protector seeking clarification regarding what he needed to do following the discovery of the water damage.
- I can see a discussion was had about Protector being able to stop a leak causing damage if it was clear where it was coming from, but if a leak needed to be traced this would need to be dealt with by a separate team in normal business hours.
- However, it is clear Mr O was also seeking advice and assurance about whether to use the shower facilities. Given what he'd discovered on his return from holiday and the location of the leak, it's understandable Mr O would want assurance. And having reviewed the conversation and subsequent email between Protector and Mr O, it's disappointing that a clear and consistent answer wasn't given – even if that answer was that they couldn't recommend whether to use the shower facilities.
- Protector ended the call saying Mr O could use the shower – and later that day contradicted this. As Mr O had used the shower between the call and the email, I can understand this would've only added to the frustration Mr O felt.
- I can see the policy covers damage caused by the escape of water – but not damage to a system or appliance. Protector told Mr O in June 2024 the policy provides cover for damage caused by the escape of water but not the repair to the actual cause of the escape.
- It said it appeared from the quote to be a failure of the seals to the shower area and said this would be classed as a maintenance issue which would not be covered under the policy and the balance could be considered likely to fall within the policy excess of £500.
- I've not seen any evidence to suggest another cause had been attributed to the leak. Seals are often something that deteriorate over time and is often a general maintenance issue – which I agree is excluded from cover under the policy. And I've not seen any evidence of any other cause being attributed.
- Protector has additionally said it would review a further breakdown from Mr O's contractor detailing the costs for the works and reconsider its position if relevant. So, I don't think Protector has acted unfairly in the circumstances.
- The role of this service isn't to make punitive awards. I understand Mr O feels very strongly about what has happened and I appreciate why he considers I should award a significant amount of compensation. But, having reviewed everything available to me, I'm satisfied the compensation of £100 recommended by our investigator is fair and reasonable in recognising the distress and inconvenience caused to Mr O by Protector. Therefore, I do not make any further award.

So, for these reasons, I uphold this complaint.

Putting things right

To put things right Protector should pay Mr O £100 compensation for the distress and inconvenience its actions caused.

My final decision

My final decision is that I uphold Mr O's complaint.

To put things right I direct Protector Insurance UK to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 9 April 2025.

Michael Baronti
Ombudsman