

The complaint

Miss B is unhappy with Protector Insurance UK (Protector) handling of her building insurance claim.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here in any detail. Instead, I'll focus on the reasons for my decision.

In January 2024, there was a fire at a neighbouring flat to Miss B's and this caused damage to the roof of the whole building and Miss B's flat also suffered from water damage to the ceilings, walls and floors.

In December 2024, Miss B raised a complaint as she was unhappy with the tone and content of the communication she had with Protector's agent and the issue of the cost of the roof.

Miss B is neurodiverse, and these issues have caused her additional stress and inconvenience.

These complaint points were addressed By Protector's agent in a final response letter dated 20 January 2025. These are the issues I can consider under this decision.

Our Investigator considered the complaint but didn't think Protector needed to do anything further. Miss B disagreed as she felt that we failed to fully acknowledge the extent of the damage to her property and the ongoing impact this situation has had on her family.

So, the complaint has been passed to me, an Ombudsman to make a final 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.

I empathise with Miss B as it is clear there are other issues of dissatisfaction, and these have not been resolved or addressed from what I've seen. I feel they are really the crux of the complaint Miss B wishes to make but unfortunately under this decision I can only address the communication and cost of roof concerns as our Investigator has explained.

Having done so, I'm satisfied in regard to these matters alone that Protector doesn't need to do anything further. I'll explain why.

Tone /content of communication

I appreciate Miss B was unhappy with the tone of the emails she received from Protector's agent, and she feels that they were patronising. In particular Miss B was unhappy with the description of the damage to her flat as "minimal" compared to the other flats in the building.

Miss B has shared with us and Protector that she is neurodiverse so I have considered how this can impact her whilst looking into this complaint. Having reviewed all written correspondence between both parties, I appreciate I can't comment on how these communications made Miss B feel. But I can see Protector's agent acknowledged and apologised for any offence they caused and said this wasn't their intention.

I'm satisfied its apology was enough in these circumstances to put matters right and I won't be asking it to do anything more.

Cost of roof

I can see when the estimated costs for the roof were first sent to Miss B she was shocked by the cost and very stressed and worried as she thought she would have to pay in the region of £50,000 as her share of the roof costs. Miss B was also frustrated at having to pay an excess when the insured event wasn't her fault.

All insurance policies are made up of terms and conditions. Miss B's policy says:

"The terms of the policy apply separately to each property as though each had been insured by a separate policy."

"Policy Excesses:

General Excess - £100...

These apply to each insured property for each and every loss."

"Excess means the amount you will have to pay towards each separate claim."

"Multiple Insured's Clause

It is noted and agreed that if the insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that our total liability to all of the insured parties collectively does not exceed the sums insured and limits of indemnity including any inner limits stated within this policy, its endorsements and memorandums."

There's nothing I can see that is unfair or unusual about these terms and I can't say Protector, or its agent have done anything wrong in applying the terms. The whole roof was badly damaged and therefore all the policyholders were liable for the excess and their portion of the cost to replace the roof regardless of where and what flat may've caused the fire.

I appreciate however for Miss B this would have been a really distressing time. But from what I've seen, Protector on receipt of Miss B's email expressing her concerns, replied the following day explaining the costs of the roof was a four-way split between the leaseholders. It also explained the requirement of paying the excess. It is noted that Miss B confirmed her understanding of the related costs. I am satisfied that this complaint has been settled, and I won't be asking Protector to do anything more.

In summary I'm satisfied that these complaint points have been addressed accordingly, and I won't be asking Protector to do anything more on these matters. However, I am aware there are other issues relating to delays, alternative accommodation and the standard of repairs in Miss B's flat causing Miss B concerns for her and her sons' health.

Protect are aware of these issues, so if it hasn't already it should try to resolve these issues as a matter of urgency as Miss B has clearly expressed her dissatisfaction. And if it hasn't

already it should issue its final response letter(s) without delay on all three points so Miss B can bring her complaints to this Service if needed.

My final decision

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 25 July 2025.

Angela Casey
Ombudsman