DRN-5746464

The complaint

Mrs H has complained about the way Protector Insurance UK dealt with a claim she made following an escape of water at the rental property she owns.

Mrs H has been represented in this complaint by her relative, Mr H. References to comments and submissions made by Mrs H include those made on her behalf by Mrs S.

What happened

Mrs S owns a property which she rents out. The property is insured with Protector.

In autumn 2024, there was an escape of water at the property. So Mrs H lodged a claim with Protector. She wanted to use her own contractors to complete the work. Protector requested quotes for the works and appointed their own agent to validate the claim.

Mrs H became unhappy with the speed at which the claim progressed. So, in spring 2025, she had repairs completed and contacted Protector to reclaim these costs, as well as loss of rent, alternative accommodation and disturbance allowance for her tenant, removal and storage costs, and the cost of employing her own loss assessor.

Protector settled the claim for £12,548.65, made up of:

- Repair costs of £9,079.83
- Electrical works of £1,176.00
- Tenant's alternative accommodation for 21 days, totalling £1,557.82
- Tenant's disturbance allowance for 21 days of £735.00

Mrs H complained to Protector that this settlement left her out of pocket. And she said she'd been forced to complete repairs herself because of their delays. Protector rejected the complaint. So Mrs H brought it to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded Protector didn't need to do any more to resolve the complaint. He thought the amount of the settlement was fair in the circumstances. And while he noted there had been some delay in progressing the claim, he was satisfied this was the result of difficulties in getting information and access to the property from Mrs H and her tenant, rather than being the fault of Protector.

Mrs H didn't agree with the investigator's view. So I've been asked to make a 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.

Having done that, I'm not upholding Mrs H's complaint. I'll explain why, focusing on the points and evidence I consider material to my decision. So if I don't mention something in particular, it's not because I haven't thought about it. Rather, it doesn't change the outcome of the complaint.

I agree with our investigator that the crux of this complaint is the value of the settlement, and the service Mrs H received. So that's what I've focused my decision on. It's not my role to decide how the claim should be settled. Nor can I comment on regulatory issues. I have to be satisfied that Protector's assessment of the claim was fair and reasonable.

There's no obligation on an insurer to simply accept a claim and pay what the amount the policyholder wants. Insurers are entitled to validate claims – that is, to check the damage is the result of one of the insured perils and to assess how much it would cost them to repair or replace damaged items.

I'm satisfied from what I've seen that's what Protector did here. Mrs H wanted to appoint her own contractors to deal with repairs. That's a reasonable request. But it was also fair for Protector to make their own assessment of whether the quotes she received were reasonable before agreeing to cover them.

I've noted Mrs H didn't wait for Protector's agreement before she went ahead and incurred the costs she did. I understand she wanted the work done without delay. But Protector warned Mr H in a call less than a month after the claim started that, if Mrs H went ahead with the work they couldn't confirm all her costs would be covered. I'm satisfied that Protector did pay for repairs in line with their own validation. And they made payments for alternative accommodation and paid a disturbance allowance even though they'd not authorised this beforehand. It's not reasonable for me to ask them to pay more.

In terms of the service she received from Protector, Mrs H complained they delayed the claim. I accept the claim went on for several months. But I've not seen that the time taken was because Protector weren't taking action. Rather, the evidence shows that matters didn't progress because of difficulties in getting and validating quotes, and in getting access to the property for Protector's agent to validate the claim.

I've also seen that Mrs H has said that Protector should pay compensation for the impact of what's happened, referring in particular to the impact on the tenant. But I can only make an award of compensation where I think a business has done something wrong. I don't think that's the case here. And so, for the reasons I've explained, I don't think Protector need to do any more to resolve this complaint.

My final decision

For the reasons I've explained, I'm not upholding Mrs H's complaint about Protector Insurance UK.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 19 September 2025.

Helen Stacey
Ombudsman