

The complaint

Miss C complained that Protector Insurance UK declined a claim on her leasehold buildings insurance policy.

What happened

Miss C's property is covered by a leasehold buildings insurance policy held with Protector. In late-April 2025, Miss C noticed water trapped in her bath under the plastic coating. A plumber was called and released the water. Miss C raised a claim on her policy. Protector declined the claim due to wear and tear. They also said there was no insured peril. Miss C was unhappy and raised a complaint. As Miss C didn't get a response, she brought the complaint to this service.

Prior to our investigator issuing their outcome, Protector upheld the complaint. Whilst they didn't think they'd done anything wrong in declining the claim, they accepted the customer service provided should have been better. However, they didn't offer Miss C any redress.

Our investigator upheld the complaint. They agreed Protector hadn't unfairly declined the claim; however, they thought Miss C should receive £200 compensation for the service provided. Protector accepted the outcome, but Miss C appealed. She thought it was clear there was a leak, and the claim should be covered.

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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Protector acted in line with these requirements when it declined Miss C's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Miss C, I've reached the same outcome as our investigator.

At the outset I acknowledge that I've summarised her complaint in far less detail than Miss C has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

With any insurance policy, the terms and conditions set out what is and isn't covered under the policy. One of the insured events listed in the policy needs to have occurred for a claim to be successful. The onus is on the customer to evidence one of these events has

occurred.

There are two potential events in the policy in which a claim in the circumstances could be covered. These are as follows:

- Escape of water
- Accidental damage

Escape of water is defined as follows in the policy:

“i. Water escaping from water tanks, pipes, equipment or fixed heating system.

ii. Water freezing in tanks, equipment or pipes.”

Accidental damage is defined as:

“means Damage caused suddenly and unexpectedly by an outside force”

Based on what I've seen, I don't think Protector have acted unfairly in declining the claim due to no insured event occurring. Whilst I accept there is a leak somewhere, as water is entering a part of the bath that it isn't supposed to enter, I don't think water has been escaping from the bath. This is because the water is remaining trapped in the bath and not exiting into the bathroom. So, I agree the escape of water definition hasn't been met.

For the accidental damage definition to be met, there needs to have been an outside force. It's not currently known what has caused the issue with the bath, but Miss C didn't report any accidents which may have caused damage to the bath and caused the issue.

I'm very sorry that my decision doesn't bring Miss C more welcome news at what I can see is a difficult time for her. But in all the circumstances I don't find that Protector has treated Miss C unfairly, unreasonably, or contrary to the policy terms and conditions in declining the claim.

It has been accepted by Protector that they didn't provide Miss C with good customer service. I appreciate it must have been frustrating for Miss L with the communication issues and it not being clear why the claim had been declined. Although this is a distilled version of events, I've considered everything in the round and I think Miss C has been caused an unreasonable amount of distress and inconvenience which has required a reasonable amount of effort to sort out and has impacted Miss C over several weeks. I agree with our investigator and in line with our website guidelines, I think £200 compensation is fair and reasonable in the circumstances.

Putting things right

To put things right, Protector should pay Miss C £200 compensation.

My final decision

For the reasons I've explained above, I uphold this complaint and direct Protector Insurance UK to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 17 December 2025.

Anthony Mullins
Ombudsman