

The complaint

Ms U complains that Protector Insurance UK ('Protector') unfairly declined an escape of water claim she made.

What happened

Ms U is a leaseholder of a flat insured under a buildings insurance policy underwritten by Protector. The freeholder of the block and policyholder is her local council and she is a potential beneficiary under the insurance policy.

Ms U reported an escape of water in November 2024 from the flat above hers which she said had caused damage to her property. Protector arranged for an inspection of the property and a report was issued in January 2025. Following that report, Protector accepted there was damage to the kitchen as a result of the escape of water. However, they declined to cover additional damage to the bathroom ceiling and tiles, the hallway ceiling, the boiler and the electrical wiring. They said the bathroom and hallway damage was consistent with gradual deterioration and insufficient ventilation rather than a single escape of water. They also said there was evidence of historic leaks within the property and asked Ms U to provide evidence confirming the cause of any damage to the boiler that Ms U wanted to claim for.

Ms U raised a complaint and said that Protector had unfairly declined parts of her claim and she provided a letter from a director of a construction company who said, based on his observations, that the damage to the kitchen bathroom and hallway ceilings was the result of water leakage from the property above. Protector responded to Ms U's complaint but did not change their claim decision. So, Ms U then brought the complaint to this Service.

An Investigator looked at what had happened but ultimately did not recommend that the complaint be upheld. He said Protector had ultimately acted fairly in declining cover for the bathroom and hallway damage and found their inspection report to be more persuasive than Ms U's evidence, particularly given the evidence of gradual deterioration and historic leaks.

Ms U did not agree with the Investigator's conclusions. She said that Protector had issued a surveyor's report, but no surveyor had in fact visited her property and the report was actually prepared by a loss adjuster. She felt this undermined the fairness of the decision and maintained that the damage to the bathroom and hallway was in the same areas the kitchen and was caused by the same escape of water.

Ms U asked for an Ombudsman to consider the complaint – so, it's been passed to me to decide.

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 so, I've reached the same overall conclusions as the Investigator, and I do not uphold this complaint.

I'd like to start by reassuring Ms U that I've intentionally summarised the background to this complaint, so not everything that's happened or been argued is set out above. Both parties are aware of the details of this complaint, so I do not intend to repeat their detail here again. This isn't meant as a discourtesy, it simply reflects the informal nature of this Service.

The relevant rules and industry guidance say insurers should handle claims promptly and mustn't decline them unfairly. Protector say that the wider damage Ms U has raised doesn't fall within cover by the policy. So, I've considered whether this was a fair and reasonable conclusion for Protector to reach.

It's not disputed that an escape of water occurred in November 2024 and that there was damage caused by that event. The issue in this complaint is whether the additional damage to the bathroom and hallway, along with the boiler and electrical wiring was also caused by that same escape of water.

The main evidence that Protector has relied on is their inspection report which was produced following the January 2025 visit to Ms U's property. That report includes photographs and sets out observations about the condition of passing of damage in each area inspected. The report records that the bathroom ceiling paint was peeling in a way consistent with prolonged exposure to steam and insufficient ventilation. And it also recorded a build-up of mould above the hallway door which it said was consistent with warm air meeting colder surfaces. The report also referred to signs of historic leaks within the property and concluded that the bathroom and hallway damage wasn't consistent with a single escape of water from November 2024.

I understand Ms U has provided a letter from a construction company which says, broadly, that the damage was the result of water leakage from the property above. However, I note that the letter doesn't provide the same level of detail as the inspection report from Protector and doesn't clearly explain how the individual areas of damaged or linked specifically to the November 2024 incident, rather than to historic issues of gradual water ingress to the property over a period of time.

I've considered all of the evidence very carefully, and I am ultimately required to decide which evidence I am more persuaded by. In this instance, I am more persuaded by the conclusions reached in the inspection report relied on by Protector, which highlights findings of historic issues supported by photos. I also think it's important to note that the statement from Ms U's construction company is less persuasive as it is largely conclusion-based and doesn't explain, with supporting evidence, how the damage was caused by the November 2024 escape of water.

I note Ms U has said a report was commissioned by her local council which she says supports her claim for water damage, but I have not been provided with this report, and I can see Ms U has asked Protector to obtain it and review it. However, like with all insurance policies, Ms U is required to demonstrate she has a claim that the policy responds to. Protector has provided a report which I am satisfied supports their overall claim decision, and I wouldn't expect them to obtain evidence on behalf of Ms U to counter that. If Ms U wishes to rely on such evidence, she should request this and supply it to Protector to consider.

In respect of the remaining issues under this complaint I can see Ms U wanted they claimed to include her boiler and damaged electrical wiring. In terms of the boiler, Protector has asked Ms U to provide evidence which confirms the boiler has been damaged as a result of the escape of water. I haven't seen any persuasive evidence which links the boiler to that incident, and as I explained above, it would be for Ms U to demonstrate that damage she's

claiming for was caused by an event which is covered under the policy. Because this has not been provided, I do not find that Protector has acted unfairly in declining this part of the claim.

In terms of the electrical wiring that Ms U says was damaged by the escape of water, I've seen a quotation from April 2024 for rewiring works which Protector says pre-dates the escape of water. I haven't seen any persuasive evidence that demonstrates the November 2024 escape of water caused damage requiring the property to be rewired. And the existence of the quotation before the leak occurred suggests to me, on balance, that rewiring may already have been under consideration for other reasons unrelated to the claim. As such, and on the evidence that is available for me to consider, I don't find that Protector acted unfairly in declining this element of the claim.

Finally, I appreciate that one of the main aspects of Ms U's complaint was that she said that a surveyor did not visit her property and that this undermines Protector's decision. However, whether Protector's appointed agent was a loss adjuster or a surveyor is not what I find to be the relevant test in this complaint in order to reach a fair and reasonable conclusion. That's because there is a detailed site inspection report prepared by Protector's agent following a site visit in January 2025. That report included photographs and a reasoned explanation of the cause of the damage. So, I'm overall satisfied that Protector carried out a physical inspection and obtained professional input. And the fact that the individual is described as a loss adjuster rather than surveyor does not make the investigation unreasonable.

Taking everything into account, I'm satisfied that Protector acted fairly in how they handled this claim. And I therefore do not require them to do anything more in relation to it.

My final decision

For the reasons I have set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms U to accept or reject my decision before 24 March 2026.

Stephen Howard
Ombudsman