

## **The complaint**

Mr D is unhappy with how Protector Insurance UK has handled a claim made on his leasehold property insurance policy.

Any reference to Protector includes the actions of its agents

## **What happened**

The circumstances of this complaint are well known to both parties. And as the Investigator set out what happened, I won't repeat events here. Instead, I will focus on the reasons for my 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've also kept in mind Protector's responsibility as an insurer to handle claims fairly and promptly. Having done so, I agree with the outcome our Investigator reached. I'll explain why.

Mr D's initial complaint to Protector was that he was unhappy it had asked for further evidence of the damage to his home despite it having already agreed to a cash settlement. Protector issued a final response in August 2025 saying payments are subject to manager approval – and the review had led to it requiring more information. It said it was sorry this hadn't been clearly explained to Mr D. Unhappy with its response, Mr D referred the matter to this Service. Our Investigator said Protector had acted fairly in asking for further evidence, but said it had mismanaged Mr D's expectations, so recommended it pay £150 compensation for the impact of this.

This is the complaint I'm deciding. I can't consider concerns raised by Mr D which post-date Protector's final response letter.

It's not in dispute Protector offered a cash settlement and Mr D accepted this. I've listened to the call where this is discussed. Mr D accepted the cash settlement expecting payment to be made within a few days. It wasn't paid because following the call, further validation checks led to Protector requesting additional evidence of the damage caused by the insured peril.

Protector has explained these validation checks are routine, as all payments are reviewed by managers. Whilst understandably frustrating for Mr D, I don't consider Protector requiring additional evidence before making the payment to be unreasonable. As a prudent insurer it's entitled to complete due diligence, so I don't find its decision to be unfair, and I won't be directing it to pay the cash settlement amount in the absence of the further evidence it has asked for.

Protector explained why it needed the additional evidence – namely, so it could see the extent of the damage and understand why the kitchen needed to be replaced. It requested

this approximately a week after the cash settlement had been agreed. I find this is fair. It's up to Mr D if he now provides this information to enable the claim to progress. He hadn't at the time of Protector's final response letter. So, I'm not persuaded delays following Protector's request can be attributed to its handling of the claim.

But as our Investigator said, Protector didn't make it clear to Mr D that managers review payment requests before they are made, so I find it did mismanage his expectations which caused him avoidable upset. I'm satisfied £150 compensation suitably recognises the impact of this, so Protector needs to pay this.

### **My final decision**

My final decision is I uphold this complaint and direct Protector Insurance UK to pay Mr D £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 2 April 2026.

Nicola Beakhust  
**Ombudsman**