

The complaint

Mrs D complains about DAS Legal Expenses Insurance Company Limited's ("DAS") handling of her claim under her home emergency insurance.

What happened

Mrs D had a problem with a blocked drain which in turn was causing an issue with her toilet. Mrs D reported this to DAS and their engineer felt the problem was with the mainline pipes and therefore the responsibility of the water company. The engineer also thought repair works would involve an excavation which DAS said wasn't covered under Mrs D's policy. Mrs D then arranged her own expert who said the work didn't require an excavation and the drain was then unblocked by the water company.

Mrs D complained about DAS's delay, lack of communication and that their engineer hadn't looked into the drain when carrying out their assessment. DAS responded and provided a timeline of events setting out the action they had taken. DAS accepted Mrs D hadn't received the level of service they would expect to be delivered and apologised. They also offered £250 for the delays and lack of communication.

Our investigator looked into things for Mrs D. He thought DAS's offer of compensation was reasonable and wouldn't be asking them to do anything further. Mrs D disagreed so the matter has come to me for 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 so, I've decided DAS's offer is a fair way to resolve matters. I understand Mrs D will be disappointed by this but I'll explain why I have made this decision.

Firstly, I've looked at the service given to Mrs D. DAS have admitted they got things wrong in relation to delay and lack of communication. The only issue I have to decide is whether their offer to put things right is fair and reasonable. Mrs D says she was left without a toilet for 12 days and both she and her family had to use public toilets during this time. So, I've looked to see how much of this delay DAS are responsible for.

The information shows Mrs D first reports a problem with a blocked toilet on 16 August 2021. DAS arrange for an engineer to attend Mrs D's property the following day and they find that the blockage appears to be in the main drain outside the property.

The engineer contacts the water company and the reference number for this is given to Mrs D so she can arrange for them to attend. Mrs D then contacts DAS on 18 August to say the water company had attended and they found no blockage within their system and the blockage was within the property boundary. DAS arrange for an engineer to carry out an inspection and they find the drain is blocked with wipes and sticks so a fence panel would need to be removed in line with the gully before they could attend again. They also suggest excavation will be required.

Mrs D calls DAS to say the fence panel has been removed and DAS explain an engineer would attend. It appears there's delays in arranging quotes and Mrs D then calls on 19 August to chase up when an engineer will be attending again. Later that day, DAS call Mrs D and explain the excavation work which was suggested by the engineer isn't something which is covered under the policy and she'll need to contact her buildings insurer. Mrs D then complains about the service, in particular, with the lack of updates and the fact that nobody told her earlier that the issue needs to be sorted out by her buildings insurer. Mrs D is also concerned that the engineer didn't look into the drain to reach the conclusion that an excavation was required and wanted a second opinion. DAS then looked into whether alternative accommodation could be offered to Mrs D but she didn't want this.

DAS then call Mrs D on 20 August and she explains her buildings insurer have said the issue doesn't fall within the scope of their cover. DAS then suggest Mrs D arranges to have the gully cleared privately to enable access to the drain. DAS acknowledge the inconvenience to Mrs D over the last few days and offer compensation of £175. Mrs D then contacts DAS on 23 August and explains she has arranged her own expert who confirmed an excavation wasn't required and the blockage could be cleared through the manhole in the neighbour's garden – but they are currently on holiday so the expert can't carry out any work. DAS suggest Mrs D should contact the water company. Then on 28 August, the water company attend and are able to clear the blockage.

Taking this all into account, the issue with the blocked drain was resolved in 12 days. The information shows DAS attended on days 2 and 3 and it's then decided that the work which is required isn't covered by the policy. It appears the excavation work recommended by DAS's expert wasn't required so there has been some delay by DAS as this meant they didn't take things forward at that time. I don't think it's fair though to hold DAS responsible for the full 12 days Mrs D's toilet was unusable as her own expert suggested they would need access to her neighbour's garden but this wasn't possible as they were away. And, that being the case, I can't say DAS were responsible beyond that point as the terms and conditions of Mrs D's policy says it covers the drainage system within the boundary of Mrs D's home and for which she is legally responsible. So, given Mrs D's testimony of her own expert's findings, it appears access to the blockage would need to be gained from the neighbour's garden – and therefore outside of the boundary of Mrs D's home.

I think it's right that DAS should compensate Mrs D though for the frustration and inconvenience caused to her. DAS accept there was delay and lack of communication. And, it also appears their expert's assessment that an excavation would be required, might not have been accurate. I am very sorry to hear about the trouble and inconvenience Mrs D and her family were put through while their toilet was out of use. But, as mentioned above, I can't say DAS should be responsible for the 12 days this impacted Mrs D.

DAS accept the initial attendance on 17 August was outside of the service level agreement set by them. While there is regular contact with Mrs D over the next few days, I think things could've moved quicker over the week between Mrs D reporting the issue and then instructing her own expert. And, I believe things would've moved quicker if DAS's expert hadn't decided excavation was required to resolve the issue. DAS did offer Mrs D and her family alternative accommodation to minimise the impact and I think this was fair and reasonable and was a potential solution to the inconvenience being caused to Mrs D.

I note Mrs D believes the situation should've been resolved during the engineer's first visit and she feels DAS should be responsible for paying for her fuel for travelling to public toilets and for her having to take four days off work for engineers to attend. I haven't seen any evidence to suggest the problem was resolved with there being no requirement to attend the

neighbour's garden – in fact, the information I've seen suggests this was required. So, I can't say for certain that the issue could've been resolved by DAS's engineer through Mrs D's boundary during their visit

My final decision

DAS Legal Expenses Insurance Company Limited have already made an offer to pay £250 compensation to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that DAS Legal Expenses Insurance Company Limited should pay £250 to Mrs D, if they haven't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 11 March 2022.

Paviter Dhaddy
Ombudsman