

The complaint

Mrs M and Mr M complain that ARAG Legal Expenses Insurance Company Limited declined their claim for an emergency roof repair.

What happened

Mrs M and Mr M held an add on policy to their contents insurance to cover home emergency repairs which is underwritten by ARAG.

On 16 August 2024 Mrs M and Mr M raised a claim for damage to their roof from a trespassing event, resulting in a leak.

ARAG sent a contractor who examined the roof and advised that the leak was caused by wear and tear to the tiles and lead flashing on the main roof. The claim was subsequently declined.

Mrs M and Mr M arranged for a roofer to come, and he replaced the broken tiles for a sum of £500. They then raised a complaint about the claim being declined.

One of our investigators has looked into Mrs M and Mr M's complaint. He thought that ARAG should cover the cost of the repairs that Mrs M and Mr M had undertaken and pay £200 for the inconvenience caused in dealing with the matter.

ARAG disagreed with our investigators view and so the case has come to me to review.

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 have to think about whether ARAG have properly fulfilled their obligations under the terms of the policy in this case and if they haven't, what is appropriate to put things right for Mrs M and Mr M.

Having done so, I'm upholding this complaint and I'll explain why.

I've looked at the terms of the policy. Under the Home Emergency section, the relevant sections say:

Once you've checked that your emergency is an insured event as described below, it's important to tell us about it as soon as you can.... We will either:

- 1. Carry out a temporary repair (or a permanent repair if this is no more expensive or;*
- 2. Take other action, such as isolating a leaking component or gaining access to your home*

The list of Insured events includes

Roof damage – Any physical damage to the roof of your home where internal physical damage has been caused or is likely”

Mrs M and Mr M say that they suffered an ingress of water as a result of broken tiles, caused by trespassing. So, I’m satisfied that there was “roof damage”, and therefore an insured event.

I’ve then looked at the reasons ARAG gave for declining to cover a temporary repair to see if they have fairly declined the claim on the basis of an exclusion.

ARAG’s contractor attended the property to survey the damage. He reported that:

“Leak is coming into property from main pitched roof. There are multiple broken slates on the roof that need to be replaced. Roof is very old and he’s [sic] showing signs of wear. Lead flashing is also starting to wear away. This will also need to be replaced. There are multiple temporary pairs [sic] in place across the roof. Roof is nearing the age where it may need to be replaced entirely. Customer also states that somebody was walking on the roof and broke a few of the tiles while they were up there. Multiple tiles need to be replaced. Lead flashing needs to be replaced. Wear and tear.”

On the basis of this report, ARAG said that the lead flashing could not be repaired as it failing due to wear and tear, and they obtained a quote from their contractors for repairing the broken tiles. This quote was £4720 including scaffolding. ARAG said that the cost of this was beyond the limit of their liability, and so Mr M and Mrs M would need to contact their buildings insurer. They also said that their contractor was unwilling to undertake any repairs without scaffolding for health and safety reasons.

Mrs M and Mr M responded to ARAG saying that there is no exclusion for wear and tear under the policy, and that the contractor sent was not a roofer, but a pest control specialist, and so they thought the temporary repair should be covered.

I’ve checked the terms of the policy, and I agree with Mrs M and Mr M - there is no exclusion under the home emergency part of the policy for wear and tear, and so ARAG can’t rely on this as a reason not to at least attempt a temporary repair.

I have also viewed the photographs of the roof which ARAG have sent which were taken by their contractor. I don’t agree that the roof is in poor condition and nearing the end of its life. The pictures show only two cracked tiles, no slipped tiles or missing slate nails, the lead surrounding the roof windows and chimney appears to all be intact, and there is evidence of new tiles in various places, showing that regular maintenance has been completed. The general condition of the roof appears good.

Whilst I accept that for any permanent repairs to be undertaken, a contractor may wish to have scaffolding, given the height of the building, and that the policy is not a maintenance contract, there is clearly a home emergency within the terms of the policy, and I haven’t seen any evidence that ARAG have considered attempting a temporary repair in line with the terms of the policy, which could involve something as simple as applying a tarpaulin to the affected area.

ARAG’s contractor has been able to gain sufficient access to the roof from several different angles in order to take photographs, and so I’m not satisfied that it would have been impossible to undertake a simple measure such as a tarpaulin to protect the home from further internal physical damage in line with the policy terms.

Following the claim being declined, Mrs M and Mr M have engaged a private roofing contractor who has been able to complete permanent repairs by replacing the affected tiles without scaffolding for a cost of £500 and resolve the leak.

Given that Mrs M and Mr M were forced into using their own contractor because of ARAG's failure to consider a temporary repair, I think it's fair and reasonable for ARAG to meet the costs Mrs M and Mr M incurred in doing so to resolve their home emergency, especially as it was resolved within the policy limit.

The failure of ARAG to effect a temporary repair has caused inconvenience to Mrs M and Mr M in making their own arrangements and having to spend considerable time and effort on the phone with ARAG trying to explain the policy terms, and so I'm also making an award for distress and inconvenience for that reason.

Putting things right

In order to put things right I think that ARAG should:

- Reimburse Mrs M and Mr M the £500 for the repair to their roof
- Pay £200 compensation for inconvenience

My final decision

My decision is that I am upholding Mrs M and Mr M's complaint about ARAG Legal Expenses Insurance Company Limited and directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 16 July 2025.

Joanne Ward
Ombudsman