

## The complaint

Ms M's complaint is about a claim she made on her ARAG Legal Expenses Insurance Company Limited ('ARAG'), which was declined.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving 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.

Having done so, I don't uphold Ms M's complaint. Before I explain why, I wish to acknowledge the detailed nature of the submissions made by Ms M and her representatives. Whilst I have read everything they've said, I won't be addressing each and every point. That's not intended to be disrespectful. Rather it represents the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of Ms M's complaint, namely whether ARAG were entitled to turn down her claim in the way that they did.

The starting point is the policy terms. They provide cover where the date of occurrence of the insured incident is during the period of cover. '*Date of occurrence*' is defined as:

*"For civil cases (except under Contract disputes and Tax protection), the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the INSURED PERSON first became aware of it.)"*

Ms M's policy started to run in July 2020. In September 2023 her representatives submitted a claim for nuisance due to noise, odour and air quality which caused her to become unwell. Ms M's representatives told ARAG that she first sought medical assistance for the health problem she was experiencing in 2016 and in 2019 she complained about the nuisance to her local authority.

I appreciate Ms M's submission that she didn't know her health problem was linked to the nuisance complained of until after the policy was in place. However, I don't think that makes much difference here. I say so because part of the claim she wanted to bring was in nuisance and it's clear to me from the claim submitted and further evidence Ms M relies on that she was aware of, and unhappy about, the nuisance in relation to noise at least prior to July 2020, such that she made a complaint about this to her local authority. I appreciate the local authority might not have been responsible for those problems but that makes no difference. The fact remains that Ms M knew she had cause for complaint at this time and pursued this with the local authority, which leads me to conclude that she was aware of the nuisance complained of prior to policy inception. It follows that the health issues she later discovered that she says resulted from the nuisance, arose from the same originating cause.

Because she was aware of the nuisance itself before the policy was in place, her claim for her health problem is not covered by the policy, and neither is the impact of the nuisance on her more generally. I appreciate that Ms M considers this to be unfair, but this is a common term of legal expenses insurance policies and one we would generally say an insurer is entitled to rely on. So, I'm satisfied that ARAG were entitled to decline her claim in the way that they did.

Ms M has provided a number of decisions from the Financial Ombudsman Service which she feels support her position that her claim should fall within cover. But I don't agree that they do. We determine each case on its own facts and in this case my conclusion is that the claim Ms M has made stems from one originating cause, namely the nuisance she's complaining about, and she was aware of this before the policy was in place, at least in some shape or form. Whether she discovered she suffered ill health as a result of this after the policy was in place, therefore makes no difference. And there's nothing in the decisions that she's cited that makes me think I should reach a different conclusion.

ARAG have also said that Ms M's claim for the health condition she says she was caused as a result of the nuisance complained of would not fall within cover because the bodily injury section of the policy only covers:

*"A specific or sudden incident that causes the death of bodily injury to an INSURED PERSON."*

There is nothing in Ms M's testimony or otherwise that supports that her claim for the health condition occurred as a sudden or specific incident. Rather Ms M's health problems, as claimed, appear to have been caused by over time, which she says are as a result of the nuisance she's been exposed to. Indeed, her own testimony is that her symptoms are exacerbated during particular months of the year. Because of this I'm not satisfied that her claim for illness would be covered within this term even if I thought it was unrelated to the nuisance itself, which I've already determined she was aware of before the policy was in place. For those reasons her claim for illness wouldn't be covered regardless of the date she became aware of the nuisance. As such I don't think ARAG acted unreasonably in declining her claim.

### **My final decision**

I don't uphold Ms M's complaint against ARAG Legal Expenses Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 11 November 2025.

Lale Hussein-Venn  
**Ombudsman**