

The complaint

Ms R complains about how ARAG Legal Expenses Insurance Company Limited (trading as DAS) handled two home emergency claims

I'm not upholding this complaint because I won't be asking DAS to do anything different to resolve the complaint.

What happened

Ms R held a household insurance policy, which includes home emergency cover. This part of her insurance policy is underwritten by DAS.

On 9 September 2024, Ms R contacted DAS by telephone to request assistance for a leaking roof. It appointed a company, which I'll refer to here as "C" to assess and evaluate Ms R's request for home emergency assistance.

C instructed an engineer to visit Ms R's home address and they visited on 10 September 2024. The engineer attending Ms R's home on this date informed DAS there was water ingress from the rear pitched roof around the chimney breast. They explained they'd been able to enter the property but were unable to ascend Ms R's roof to assess it fully because the roof was too steep to climb and a ladder wouldn't reach. They said scaffolding was required to safely access the roof.

C requested a quote for scaffolding equipment. And on 13 September 2024, it informed Ms R that it had received the requested quote and that the cost of scaffolding, labour and call out charges was £2,778. As the policy limit was £1,000, C explained that the cost of the required repair would exceed Ms R's policy limit by £1,778.00 and that she'd have to cover this shortfall.

DAS said Ms R declined to pay the shortfall. So, the work couldn't proceed and DAS closed her home emergency claim. It recommended that Ms R contact her household insurer to discuss whether it was able to offer further support and assistance.

On 24 September 2024, Ms R complained to C that its engineer hadn't undertaken a full inspection of her property. When C contacted Ms R by telephone to discuss her complaint, she terminated the call when asked to answer mandatory security questions. C said it wrote to Ms R explaining that its engineer was unable to complete an investigation of the roof due to health and safety concerns in the absence of scaffolding.

On 12 October 2024, Ms R telephoned C's home emergency helpline to request assistance for a further leak in her roof. She stated this was a new leak following a storm and was more severe than the previous leak she'd reported. She informed C that an engineer would be able to access the leak using a ladder.

C set up a new home emergency claim on Ms R's behalf and instructed an engineer to attend her home on 15 October 2024. However, this visit couldn't proceed because of health

and safety concerns caused by adverse weather conditions. The visit was therefore rescheduled for 17 October 2024.

Following the engineer's attendance on that date, they reported two leaks on the roof. They stated the first leak was around the chimney and the second was on the lower part of the roof. They explained they'd been able to enter the property but the roof was too steep to ascend, and the presence of a conservatory prevented ladder access to the lower part of the roof. They confirmed that scaffolding would be required to undertake repairs.

On 17 November 2024, Ms R complained to C that it hadn't informed her, during her previous claim, that scaffolding would be required to access the roof. And she was unhappy that C couldn't assist her with her home emergency claim without the erection of scaffolding and payment for the type of work that exceed her policy limit.

C investigated Ms R's concerns and issued its final response to her complaint on 29 November 2024. It didn't uphold the complaint as it was satisfied Ms R had been informed that scaffolding would be required to access the roof at the outset. And it said it had provided a quote to Ms R in relation to the cost of scaffolding, labour and call out charges. It said it had attended the second request for home emergency assistance and had been unable to undertake a repair on that occasion due to the requirement of scaffolding. It stated it had provided appropriate assistance under Ms R's home emergency policy.

Being dissatisfied with how C had dealt with her complaint, Ms R referred it to our service. Our investigator assessed the evidence provided and empathised with Ms R. But they thought C had acted fairly and reasonably. So, they didn't recommend upholding this complaint.

DAS accepted our investigator's view of this complaint. But Ms R rejected it and requested an ombudsman decision. So, I've been asked the fairest way to decide this complaint.

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'm sorry to hear about the difficulties Ms R experienced here. I know she feels very strongly about this matter and I appreciate the reasons she brought her complaint to our service. However, while I sympathise with Ms R, the issue that I must determine is whether DAS made a mistake, or treated her unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I've read and considered all the information provided by Ms R, C and DAS, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

Insurers must deal with claims promptly, fairly and must not unreasonably decline a claim – as set out in the Insurance Conduct of Business Sourcebook (ICOBs). I've considered this

and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

Based on the chronology of events, I'm satisfied that DAS promptly acted on Ms R's request for assistance under her home emergency policy. I say this because it appointed an engineer to attend Ms R's property at the earliest convenience and this resulted in a home visit the day after she reported her first leak.

Ms R has disputed that C informed her that scaffolding would be required. But I've seen evidence that demonstrates C contacted her by telephone on 10 September 2024 and that, during this conversation, she was informed that scaffolding was required. C explained that a quote had been requested from a scaffolding company and that her policy limit was £1,000. Ms R responded by asking C what would happen if the cost of scaffolding exceeded that limit. C indicated that, in that scenario, Ms R would have to pay the additional sum.

In the overall circumstances, I'm persuaded that Ms R was made aware that scaffolding would be required to fully assess and repair the first reported leak on the roof and that this happened without delay. I can see that information about the cost the scaffolding, labour and call out charges was provided to Ms R by 13 September. So, I'm satisfied DAS progressed this home emergency claim without delay.

I understand there was a slight delay in an engineer attending Ms R's home in relation to her second request for home emergency assistance. She contacted C on 12 October 2024 and an engineer was initially instructed to attend her home on 15 October 2024. As I mentioned in the background to this complaint, that visit couldn't proceed because of health and safety concerns, which had been caused by adverse weather conditions. So, the visit was rescheduled for 17 October 2024. There's evidence that C kept Ms R updated about these issues during that time.

The terms of Ms R's home emergency policy with DAS explains in clear language how it will deal with home emergencies. It says:

"We'll always try to get to you as soon as possible but sometimes it may take us longer than we would like because the weather is bad, you are in a remote location or parts needed to complete the repair are unavailable."

"If providing help would put our contractors in danger, for example carrying our roof repairs in high winds or repairing damp electrics, we'll wait until the conditions have improved before sending someone out".

I'm aware that there were storms present at the time Ms R made her second claim. I'm satisfied the presence of adverse weather conditions meant an engineer visit couldn't take place prior to 17 October 2025 in the interest of health and safety. And I also bear in mind that, even if an engineer been able to attend Ms R's home sooner, this wouldn't have altered the outcome here. I say this because C would have still informed Ms R that scaffolding was required to access the roof. Ms R didn't want to meet the cost of that.

Ms R's home emergency policy with DAS obliges it to provide a temporary repair, or permanent repair if this would be no more expensive, in circumstances where it would be safe and possible to do so. Here, DAS states scaffolding was required to fully inspect and undertake repairs to both faults Ms R reported.

I'm aware that Ms R disputes the necessity of scaffolding. However, I've considered the site notes that were recorded by the engineer attending Ms R's property on 10 September 2024. These notes state:

“Leak is coming into property from rear pitched roof around chimney breast. Roof is too pitched to climb. There is also no way to climb roof via ladder scaffolding will be required for any access or inspection.”

Within the engineer's report, they included photographs of Ms R's property and roof. The images clearly show the height of the pitched roof. These photographs support the engineer's opinion that the roof is too high to ascend using a ladder. It's also too pitched to climb without scaffolding. This would have been unsafe. So, the only action the engineer could take to assess the roof was to inspect the leak from inside Ms R's home.

C has a duty to provide a safe working environment for its engineers and this is outlined within the terms of Ms R's home emergency policy, which states that where *“an incident cannot be resolved safely by our contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous”* a claim won't be paid.

In the overall circumstances, I'm satisfied it was reasonable for C to say that scaffolding was required to assess the roof properly. And, as Ms R wasn't prepared to meet that cost, DAS didn't do anything wrong in not progressing her home emergency claim any further. Its engineer was unable to fully inspect the roof or undertake a repair without scaffolding. So, the only action they could take to assess the roof was to inspect the leak from inside Ms R's home. It follows that DAS didn't do anything wrong in not further progressing the home emergency claim here

In relation to the second request for home emergency assistance, I've considered the engineer's site notes which state:

“Leak is coming into property front rear pitched roof into areas. First leak is coming in around/ above the chimney. Second leak is coming in from the lower part of the roof. Scaffolding will be required for any inspection access or repair. Roof is pitched to climb. There is also a conservatory in the way of ladder placement. Scaffolding will be required for any inspection, access or repair.”

I've seen photographs taken by C's engineer, which clearly show that the presence of Ms R's conservatory prevents the use of a ladder to access the lower part of the roof. DAS has confirmed that the presence of the conservatory prevents the erection of an up and down scaffolding tower. So, scaffolding would need to be erected around the conservatory to prevent damage to it and enable access above it. I'm persuaded it was fair and reasonable for C to inform Ms R that scaffolding would need to be erected to facilitate access to the leak on the lower part of the roof.

The second engineer also confirmed the initial engineer's opinion that scaffolding would be required to access the first leak. And, because Ms R wasn't prepared to meet the costs that exceeded her policy limit, scaffolding couldn't be arranged. This prevented C from being able to inspect the roof fully and undertake a temporary repair. It follows that DAS didn't do anything wrong in not further progressing the home emergency claim here.

Finally, I understand that Ms R has disputed the amount she was asked to pay to progress her claim. So, I've considered whether that was fair and reasonable.

I've seen evidence confirming that the cost of scaffolding, labour and call out charges was £2,778. This satisfies me that the scaffolding cost information provided to Ms R was accurate and correct. This cost doesn't seem unreasonable and Ms R hasn't provided any

quotations for scaffolding. So, there isn't any evidence to indicate that the scaffolding cost quoted by C was disproportionate here.

Ms R's home emergency with DAS clearly outlines that the policy limit is £1,000. As the cost of scaffolding and work exceeded the policy limit by £1,778.00, I'm satisfied it was fair and reasonable to ask her to meet the shortfall. Based on evidence provided to our service by DAS, I'm persuaded Ms R was made aware of this policy limit and the reasons why she was being asked to pay £1,778 to progress her home emergency claim.

I recognise that Ms R feels very strongly about the issues raised in this complaint and I've carefully considered everything she's said. But for the reasons outlined, I'm satisfied DAS has acted fairly here. So, I won't be upholding Ms R's complaint or asking DAS to take any further action. This now brings to an end what we, in trying to resolve Ms R's dispute with DAS, can do for her. I'm sorry we can't help Ms R further on this.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 21 November 2025.

Julie Mitchell
Ombudsman