

## **The complaint**

Mrs C and Mr S have complained about the way ARAG Legal Expenses Insurance Company Limited handled a claim under their Home Emergency insurance policy.

Any reference to ARAG includes its agents.

## **What happened**

Mrs C and Mr S called ARAG because their upstairs toilet was leaking. ARAG sent a plumber out to inspect the toilet. He took a video of the toilet and said parts needed replacing to fix it, which would be ordered and then a plumber would come back to fit them. A second plumber then came with the parts. But, after a short time in the bathroom, he told Mrs C that he'd discovered a crack in the cistern and that the toilet needed replacing. ARAG told Mrs C that this wasn't covered by her and Mr S's policy.

Mrs C complained to ARAG on the basis that the second plumber had damaged the cistern when he started trying to replace the parts. And she said that because of this ARAG should pay for the toilet to be replaced. ARAG issued a final response letter which said the damage to the cistern wasn't covered by the policy, so it wouldn't be doing anything further on the claim.

Mrs C and Mr S asked us to consider their complaint. One of our investigators did this. She said that – based on the evidence available – she considered it more likely than not that the second plumber had damaged the cistern on Mrs C and Mr S's toilet. And that ARAG should either pay to fix the toilet or pay for it to be replaced. She also said ARAG should pay Mrs C and Mr S £100 in compensation for distress and inconvenience.

ARAG didn't accept the investigator's view, so the complaint was passed 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 to uphold it for the same reasons as our investigator.

Despite our investigator requesting it several times, ARAG has not provided us with the video taken by the first plumber. This is poor, as if we had this, it would enable me to check whether the crack in the cistern was present when he attended. However, Mrs C is adamant it was not. And – in the absence of any evidence from ARAG to show otherwise - I consider it is more likely than not that it was not present at the time the first plumber attended and that the second plumber caused this damage. I say this because, if it was present when the first plumber attended, I don't think he'd have suggested ordering parts to fix the toilet and made no mention of such a significant crack in the cistern.

I've also taken into account Mrs C's testimony that she heard loud banging when the second

plumber was in the bathroom before he came down and said the cistern was cracked, which I think adds weight to the evidence that he caused the crack. And I consider it to be highly unlikely that the cistern was somehow damaged between the first and second plumber's visits.

As I consider it more likely than not that it was ARAG's second plumber that damaged the cistern on Mrs C and Mr S's toilet, I consider that it is fair and reasonable for ARAG to cover the cost of putting this right.

From what Mrs C has said and the video of the toilet she has provided, I do not think there is any way a satisfactory repair can be carried out to the cistern. And, in any event, it seems that it is an integral part of the whole toilet. I also note that the second plumber said the entire toilet needed to be replaced.

This means I think the only way that ARAG can properly put things right is to cover the cost to Mrs C and Mr S of replacing the entire toilet. Mrs C and Mr S have not provided quotations for this to be done, so they will need to provide one for their toilet to be replaced with one of the same type, specification and quality. And then ARAG will need to pay them this amount as part of the fair and reasonable outcome to their complaint.

I do not consider it would be appropriate for ARAG to arrange for a plumber to come and replace Mrs C and Mr S's toilet because of the problems they have already had with ARAG's plumbers and ARAG itself in not accepting responsibility for the damage its plumber is more likely than not to have caused.

I also think that the problems Mrs C and Mr S have had with their claim has caused them distress and inconvenience, as they've been unable to use their upstairs toilet for a long period and had to stop their children using it. And I agree with our investigator that this warrants a compensation payment of £100.

### **Putting things right**

For the reasons set out above, I've decided to uphold Mrs C and Mr S's complaint about ARAG and require it to do the following:

- Pay them the cost of replacing their entire upstairs toilet with one of the same type, specification and quality, subject to Mrs C and Mr S providing a quotation for this.
- Pay Mrs C and Mrs S £100 in compensation for distress and inconvenience.

### **My final decision**

I uphold Mrs C and Mr S's complaint and require ARAG Legal Expenses Insurance Company Limited to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr S to accept or reject my decision before 7 May 2026.

Robert Short  
**Ombudsman**