

## The complaint

Mr D complains that DAS Legal Expenses Insurance Limited provided a poor standard of service when he made a claim under his policy about a leaking tap and didn't replace his tap.

## What happened

Mr D held an add on policy to his house insurance to cover home emergency repairs. The policy was underwritten by DAS.

On 5 April 2023 he discovered a tap in his downstairs toilet was broken and water was flooding out and onto the floor. He rang DAS as he didn't know how to turn off the water and was advised an engineer would contact him.

Mr D then opened the front door and swept the water that was still flowing out of the front door. He had no contact from DAS that day but he managed to contact the previous owner of the house who was a plumber and they came round and isolated the water supply to the tap

The next day DAS's engineer arrived and said the tap was broken and that he would need authorisation for a replacement tap so he went away again without repairing the tap. Mr D rang DAS the following day and was told that he would need to buy a tap and they would come back and fit it. Mr D was then called back and advised that he would also have to pay for the fitting because he was only covered for emergencies – which was to isolate the leak, not for any subsequent repairs.

Mr D logged a complaint. DAS explained that the policy didn't cover Mr D for any repairs, but offered £40 compensation for the distress and inconvenience caused by the delay in attending and the incorrect advice given on the phone. Mr D was unhappy with this and brought his complaint to us.

One of our investigators has looked into Mr D's complaint. While she was investigating, DAS increased their offer to £100 as they had been unaware of health issues related to the occupants of the property. Our investigator thought that DAS should go further and repair the tap as well as pay the £100 they have offered.

DAS disagreed with our investigators view and so the case came to me to review. I issued a provisional decision on the complaint. My provisional findings were as follows:

*I'm minded to uphold Mr D's because I think that DAS should pay the compensation they have offered, but I don't agree with the investigator that they need to repair the tap, and I will explain why.*

*I have to think about whether DAS have properly fulfilled their obligations under the terms of the policy in this case and whether the service they provided was in line with what we would expect – and if it wasn't, what is appropriate to put things right for Mr D.*

*Mr D has said that he purchased the add on policy so that he was covered if an emergency situation arose, and he didn't expect that this wouldn't cover a repair. I can understand why he was then disappointed when he came to make a claim and found out that in fact the policy didn't cover everything that he thought it would.*

*So I've looked at the terms of the policy to see exactly what it does cover.*

*It says that plumbing is covered for:*

*"Damage to blockage, breakage or leaking of drains or plumbing system that you are responsible for in your home."*

*Under "How we'll handle your claim" it says that they will either:*

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

*In this case that means that if DAS had attended Mr D's home on the day of the leak, as they should have, under the terms of the policy it would have been sufficient for them to isolate the leak and leave it for Mr D to arrange his own permanent repair of replacing the tap in due course. Mr D was never covered for a permanent repair to the problem.*

*Mr D had thankfully managed to arrange the isolation of the supply himself and so when the DAS engineer turned up the following day, there was no ongoing "emergency" for him to deal with.*

*Emergency is defined in the policy as an event that is:*

*"sudden, unexpected and requires immediate corrective action to:*

- Prevent damage or further damage to your home*
- Make your home secure*
- Relieve unreasonable discomfort, risk to health or difficulty to an insured person"*

*And so I'm satisfied that DAS have complied with the terms of the policy in respect of any action they were required to take to deal with the emergency – and I'm satisfied that they weren't required to replace the tap in this situation.*

*Although Mr D and his wife had lost use of the downstairs bathroom tap, there was an alternative in the kitchen. This wasn't as convenient, but it would have been sufficient for a short period while they arranged a permanent repair – and so I don't think it presented any risk or unreasonable difficulty to them.*

*So I've then gone on to think about the service provided and whether it was as I would have expected. DAS have accepted that it wasn't, and they have offered a total of £100 compensation. The investigator thinks they should also fit the new tap.*

*Many people, including Mr D, take out these policies because they are elderly, or have disabilities which make it more difficult for them to deal with emergency situations when they arise. So I can appreciate how distressing it is when an emergency occurs and that help and assistance doesn't arrive as quickly as you would expect it to. Mr D has described the water as pouring out, which led to large amounts of water leaking into his hall and having to sweep it out of the front door. When he reported the issue to DAS at 3.15pm, they were made aware that both he and his wife were vulnerable.*

*I can see that DAS tried to get a plumber straight away but were unable to, and that they rang Mr D at 3.52pm to offer an appointment for the next day. Mr D has told us that by the time DAS rang and made that offer, the tap had been isolated by the previous owner. I appreciate that had Mr D not been able to get assistance from the previous owner a next day appointment wouldn't have been satisfactory and the house would have been subject to further damage. However, the emergency situation was thankfully short lived – around half an hour - and I can only consider what did happen, not what might have happened when I'm considering compensation. It's very unlikely that DAS would have been able to get anyone out quicker than Mr D was able to, and so I'm not sure that there was any additional inconvenience caused by DAS here.*

*I can then see that Mr D was given incorrect information the following day when the engineer suggested that firstly they might replace the tap and then secondly when he called and was told that they would fit it for him if he got his own tap. This advice was corrected later that day.*

*I appreciate that Mr D wasn't happy that he was told that his tap wouldn't be replaced without charge, and he was upset on finding out that the policy didn't provide the cover what he thought it did. However, the advice that it wasn't covered was right, and so I can only consider the distress and inconvenience caused by the incorrect advice given by the engineer and in the first call, the impact of which was again short lived.*

*Having considered the impact of both these errors, I'm satisfied that the £100 offered by DAS is sufficient compensation for the customer service failings. I don't think that DAS also need to replace the tap.*

### **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.

Both DAS and Mr D have responded.

DAS have accepted my decision but Mr D disagrees. Mr D has pointed to the calls with DAS in which they said they would replace the tap if he provided it. I don't disagree that Mr D was given incorrect information, and that is why I think the award of £100 is appropriate. Unfortunately, this doesn't change the fact that he wasn't covered for repairs once the emergency was isolated.

And so whilst I appreciate Mr D's view, it doesn't change my decision, and I think the offer made by DAS is fair in the circumstances.

In light of the above, I'm making my final decision in line with my provisional findings.

### **Putting things right**

In order to put things right DAS should pay Mr D £100 they have offered for the distress and inconvenience caused.

### **My final decision**

My final decision is that I'm upholding Mr D's complaint and directing DAS Legal Expenses Insurance Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 13 November 2023.

Joanne Ward  
**Ombudsman**