

The complaint

Mr C and Mrs C have complained to Inter Partner Assistance SA (IPA) that an engineer caused unnecessary damage to their property when he visited under a home emergency policy.

As Mr C seemed to mainly deal with the claim and complaint, for ease, I will normally only refer to him.

What happened

Mr C contacted IPA to send an engineer when he found water damage above his front door. The engineer attended and wanted to remove the bath panel. He asked Mr C to sign a disclaimer that he accepted this might result in the bath panel being broken. The engineer found a leak under the bath and couldn't repair it. So he ordered a part.

A few days later, a different engineer arrived with a part. He replaced the part under the bath, which stopped that leak. But this didn't deal with the leak Mr C had reported. So, the engineer removed the toilet, which was located above the front door. He carried out a repair, which stopped the leak.

Mr C contacted IPA to complain. He said the first engineer had broken the bath panel and it wasn't necessary for him to have removed it because it wasn't where the leak was located. When IPA replied, it offered a 50% contribution to the bath panel because of the misdiagnosis.

Mr C asked IPA to cover the full replacement of the bath panel. But IPA said it would only pay 50%. So, Mr C brought his complaint to this Service. Our Investigator said the first engineer found a leak that would have needed to be repaired anyway. So, he thought IPA's offer of 50% of the cost of the bath panel was fair in the circumstances.

Mr C didn't agree. He said there wasn't a leak under the bath and IPA should pay the full cost of the bath panel. So, the complaint was referred to me.

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.

From what I've seen, it isn't in dispute that an IPA engineer broke the bath panel. Mr C wants IPA to pay the full replacement cost of the panel. Mr C has said the first engineer incorrectly assessed the source of the leak as being from a faulty trap. He said when the second engineer visited, he immediately identified that the leak couldn't be caused by the bath and advised that the leak was from the toilet. He repaired the toilet and the leak stopped. Mr C said there was no issue with the bath.

I've read the second engineer's report of his visit. This said:

“Collected the part. Arrived at the property. The leak was coming from the bath trap. It was a very slight leak where a few drops escaped after running the bath for a period of time. Replaced the trap. Had to cut pipe to size. No leaks. This had not resolved the emergency. Water was still coming through the hallway ceiling. The toilet was located above. Had a disclaimer signed to remove the toilet. Removed the toilet. Found float valve and syphon were loose. Found the leak coming from the cistern pan fixing bolt on the left-hand side. Replaced both bolts, tightened all connections, and replaced the washer in the supply pipe. Checked thoroughly for leaks before pushing toilet back to the wall.”

So, I think there was a leak under the bath. Both engineers found a leak there and I have seen photos that show wet patches. When Mr C complained about the broken bath panel, IPA accepted that the source of the leak Mr C had reported had been misdiagnosed by the first engineer. As a result, it offered a 50% contribution to replace the bath panel. I don't think it's necessarily unusual for an engineer not to immediately locate the correct source of an issue. I haven't seen anything that persuades me it was unreasonable for the first engineer to check under the bath. An engineer also repaired the leak that was found under the bath as well as the leak from the toilet. I think IPA's offer of a contribution towards the bath panel was reasonable in the circumstances.

My final decision

Inter Partner Assistance SA has already made an offer to pay 50% of the cost of a new bath panel to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Inter Partner Assistance SA should pay 50% of the cost of a new bath panel.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 November 2024.

Louise O'Sullivan
Ombudsman