

The complaint

Mr and Mrs S are unhappy with the way Arc Legal Assistance Limited handled a claim under their landlord insurance policy.

What happened

On 24 June 2025 Mr and Mrs S made a claim to Arc as there was a leak from the bath in their tenanted property. Arc sent an engineer to repair it. On 26 June he replaced the flexi-hose pipe to the bath which had been leaking.

On 2 July Mrs S contacted Arc to say that its engineer had caused the bathtub to crack and she gave them estimates for the cost of replacing it. She asked Arc to reimburse her for the cost of that work.

Arc didn't accept that its engineer was responsible for the damage. It said the video and photos taken by the engineer after the repair didn't show the crack.

Mr and Mrs S brought their complaint to this service. Our Investigator recommended that Arc pay half the cost of replacing the bath plus interest.

As Arc didn't agree, the matter has been 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.

It's not in dispute that the bath in Mr and Mrs S's tenanted property was cracked. What is in dispute is whether Arc's engineer caused this damage.

I've seen a message from Mrs and Mrs S's tenant saying they'd noticed a crack in the bath that had appeared after the repair of the leak. They were worried that it might become bigger and cause another leak. The tenant said they'd first noticed the crack on 2 July while cleaning the bath on their first day off after a week of working nights. That seems to me a reasonable explanation as to why the crack wasn't spotted earlier.

If there'd been a crack visible before the engineer started work, I would have expected him to note this in his report in order that there was no question of him being held liable for the damage. But the report doesn't mention this. I'd also have expected the engineer to have suggested replacing the bath if he'd noticed a crack.

Arc's engineer took a photo of the bath after his repair. The photo doesn't show the crack but on the other hand it isn't a very clear photo. However it might at that stage have been a barely noticeable hairline crack.

It's impossible to say with any certainty how the bath became cracked. In these circumstances I agree with our Investigator that it would be fair and reasonable for the

parties to split the cost of repairing the bathtub.

Putting things right

To put things right I think Arc should:

- reimburse Mr and Mrs S for half the cost of replacing the bath; and
- add simple interest of 8% onto that amount from the date of the receipts to the date of settlement.

If Arc considers that it's required by HM Revenue & Customs to deduct income tax from the interest, it should tell them how much it's deducted. It should also give them a certificate showing this if they ask for one so that they can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

I uphold this complaint and require Arc Legal Assistance Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 26 February 2026.

Elizabeth Grant
Ombudsman