

The complaint

Mr S has complained about the service he received from Mapfre Asistencia, Compañia Internacional De Seguros y Reaseguros, S.A. (Mapfre) when making a claim on his tyre insurance warranty.

What happened

Mr S made a claim to Mapfre for two damaged tyres which were identified during an MOT. Mapfre declined the claim as Mr S reported it the day after his policy expired.

Mr S raised a complaint through our service which we referred to Mapfre as Mr S hadn't yet raised it directly. Mapfre issued a final response confirming that its decision had been correct. However, it checked Mr S' MOT online, and was satisfied the loss occurred while Mr S' car was still on cover. So, Mapfre decided to accept and settle the claim.

One of our investigators considered Mr S's complaint. She said Mapfre should pay Mr S £100 compensation, in addition to settling the claim, in recognition of the length of time it took to get to the correct claim outcome and the impact this had on Mr S.

Mapfre didn't accept our investigator's opinion. So, as no agreement has been reached, the complaint has been passed to me to decide.

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 agree with the conclusions reached by our investigator. I'll explain why.

Mapfre says its decision to decline the claim was correct because the claim was notified after the policy expired. But it hasn't provided a copy of the policy terms and conditions or highlighted the specific term which supports that this is a requirement for a successful claim to be made.

In any event, given that the loss occurred while the policy was live, I don't consider that it was a reasonable decision to decline the claim on that basis. This is because I can't see that Mapfre would have been prejudiced in any way by the fact Mr S reported the loss the day after the policy expired (and the day after the loss was discovered). Mapfre seems to have accepted this point, as following receipt of the complaint it accepted and settled the claim. I think this was the right thing to do.

Mapfre says Mr S didn't substantiate his claim at the time of loss, such as by providing his MOT failure certificate. But Mr S says the garage – which completed the MOT and repaired/replaced the tyres – did provide the relevant evidence to Mapfre, on his behalf, at the time.

I've seen no supporting evidence to back up either position. But nor have I seen anything to suggest that Mapfre advised Mr S to supply this evidence in support of his claim. And considering Mapfre was later able to verify the claim by checking Mr S' MOT online, I'm not persuaded it was fair or reasonable to decline the claim on the basis Mr S allegedly didn't provide his MOT certificate.

Mapfre says it would be unfair to expect it to pay compensation because Mr S initially made his complaint to our service, rather than to Mapfre directly. So it says Mr S and our service are mainly responsible for the length of time it took for the claim to be accepted, and any delays on Mapfre's part were minimal.

I don't accept Mapfre's position here. I say this because I think Mapfre's decision to decline the claim was wrong in the first place. So, I think the subsequent actions taken by Mr S stem from Mapfre's initial error. I also don't think it's reasonable to suggest that Mr S should have needed to complain (regardless of who he complained to first) in order to get a valid claim accepted when it should have been from the outset.

Ultimately, I think it would have been unnecessarily frustrating and distressing for Mr S to have a valid claim declined, and to have to go through the inconvenience of making a complaint in order to get it settled. So, in addition to covering the claim, I think Mapfre should pay Mr S £100 to compensate him for the impact of Mapfre's error.

My final decision

For the reasons above, I uphold Mr S' complaint.

Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A. must pay Mr S £100 compensation for the distress and inconvenience it has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 November 2022.

Adam Golding
Ombudsman