

## **complaint**

Mr G complains that he was given poor advice by Mapfre Asistencia, Compañia Internacional De Seguros y Reaseguros, S.A. ("Mapfre") when he made a claim under his home emergency insurance policy.

## **background**

Mr G contacted Mapfre on 17 October 2012, as he had no heating or hot water. An engineer attended and diagnosed that parts were required.

Mr G called again on 22 October 2012, and it was only after this call that Mapfre ordered the required parts. On 14 November 2012 a Mapfre engineer attended to replace the parts, but informed Mr G that a Powerflush was required. Mr G said that was incorrect as a Powerflush had been carried out the year before.

The following day Mr G was again informed a Powerflush was required, and again on 25 November 2012. On 27 November 2012 Mr G informed Mapfre that his private engineer said a Powerflush was not required. He also provided a report from his engineer identifying the problem as: *"Ignition board broken down around spark generator and loose wire on multi plug going to the pump. Pump is also not fixed properly as is angled down which will shorten life of the pump."*

Mr G says that this private engineer disconnected parts in the boiler as the circuit board was burnt (and he has provided a photo of this). The engineer felt that leaving the parts connected would have posed a safety risk. As Mapfre still insisted that a Powerflush was required, he had this done by his private engineer.

When Mapfre attended on 5 December 2012, its engineer did not carry out work as the pump had been disconnected and it was suggested that further damage had been caused to Mr G's boiler by the private engineer. Mapfre then advised Mr G that it would not undertake further work as his boiler had been damaged through third party interference.

Mr G then purchased a new boiler.

Following the involvement of this service, Mapfre subsequently agreed that the time frames within which it had dealt with his concerns had not been acceptable. It also acknowledged that it had not kept Mr G updated during the claims process. In addition, it agreed that its decision to decline further work due to the third party interference was incorrect, since Mr G had acted on Mapfre's advice in having the Powerflush undertaken privately.

Mapfre offered Mr G £500 (the policy limit) to cover the claim in respect of the new boiler, together with £150 as a goodwill gesture. Mr G did not accept that.

The adjudicator recommended that the complaint should be upheld, noting there had been significant delays and a lack of communication on the part of Mapfre. He said there was no evidence provided that supports Mapfre's claim that the private engineer caused further damage to Mr G's boiler. The adjudicator therefore considered that the decision by Mapfre to not carry out further work on Mr G's boiler had left him with no option but to carry out a private repair or have his boiler replaced.

As Mr G had chosen to replace the boiler, the adjudicator believed that Mapfre's decision to pay the policy limit of £500 was fair. He also noted that Mr G spent £96 on reports and based on the evidence provided the Powerflush was carried out unnecessarily, at a cost of £384.

However, the adjudicator considered that the compensation for the trouble and inconvenience Mr G experienced should be increased to £300. That took into account the fact that Mr G was without heating and hot water for approximately three weeks, and had both an elderly person and a small child living at the property; and that he had had to source a private engineer and carry out additional work which had not been necessary.

Mapfre agreed with the adjudicator's recommendations, except with regard to increasing the compensation payment. The matter has therefore been referred to me to decide.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mapfre has acknowledged the poor advice which led to unnecessary cost with regard to identifying the problem with Mr G's boiler. I am satisfied, on the evidence – including the private engineer's reports – that it was the case that the Powerflush was not necessary.

I therefore consider it fair and reasonable that Mr G receive the maximum allowed for a claim under the policy in respect of the replacement of his boiler, together with reimbursement of the cost of the engineer's reports and of the Powerflush itself.

I am also satisfied that an award of £300 compensation is fair and reasonable for the upset and inconvenience caused by the unnecessary delays and the poor communication and advice. This is because Mr G was without hot water and heating for approximately three weeks, with both an elderly person and a young child in the property. In addition, he had the concern and extra effort of having to arrange for a private engineer to attend to provide reports and carry out work, which was not actually required.

### **my final decision**

For the reasons above, it is my final decision that I uphold this complaint.

I require Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A. to:

- pay Mr G £500 (the policy limit) toward the cost of the replacement boiler;
- reimburse Mr G £480 for the cost of the engineer's reports and the Powerflush;
- add 8% simple interest per annum on the amounts above, calculated from the date the respective costs were paid to the date of settlement;
- pay £300 as compensation for the upset and inconvenience caused.

Helen Moye  
**ombudsman**