

complaint

Mr T complains about Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A.'s delays in dealing with his claim under his home emergency insurance policy.

All references to Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A. ('Mapfre') include its appointed administrative agents.

background

On 16 February 2013, Mr T registered a claim with Mapfre under his landlord's home emergency insurance policy because of a fault with the boiler in his tenanted property.

An engineer attended on 24 February 2013 and diagnosed that a replacement part was required.

The part was replaced on 20 March 2013 but, during this second attendance, the engineer diagnosed that a further part was required. The engineer turned the boiler off as it was 'at risk'.

Following discussions between Mapfre and Mr T, it was agreed that the initial engineer who was appointed would not re-attend and Mapfre instead agreed to locate and appoint a different engineer and pay this new engineer directly.

Further parts were fitted to the boiler in early April but the boiler was again shut down as it was leaking combustion products and deemed 'very unsafe'. The boiler was subsequently repaired.

Unhappy with the delays and the first engineer's failure to diagnose that the boiler was leaking, Mr T complained to Mapfre, saying he had waived a month's rent for his tenant by way of an apology.

Mapfre investigated Mr T's complaint and in May 2013, offered to pay £150 compensation for its delays. Following further investigations into the first engineer's actions, Mapfre sent Mr T a further letter in July 2013 outlining the findings of its investigation. Mapfre said its engineer had acted correctly by identifying the boiler as 'at risk' during his second visit but that he had written 'ID boiler' (meaning immediately dangerous) rather than 'at risk' on the job sheet in error. Mapfre said the engineer had been temporarily removed from its network while it carried out a full investigation.

As Mr T remained dissatisfied, he brought his complaint to the attention of this service.

Our adjudicator recommended that Mapfre should pay Mr T the £250 alternative accommodation entitlement under his policy together with interest at 8%, in addition to the £150 already offered. Mapfre accepted our adjudicator's findings but Mr T did not and the matter has therefore been referred to me.

my findings

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

Having done so, it is clear there were significant and unacceptable delays by Mapfre in the handling of Mr T's claim. I do not feel that Mapfre acted promptly in attending to the reported fault on 16 February 2013 and the delay between the attendance on 24 February 2013 and the next appointment on 20 March 2013 was excessive.

It then seems that Mr T's tenants were left without heating and hot water from 20 March 2013 until the following month. Although Mr T cannot be awarded compensation for inconvenience experienced by his tenants, Mapfre's claim notes show a large number of calls from Mr T while the claim was on-going, which will have caused him trouble and frustration.

I do not propose to comment in any detail on Mr T's complaint about the first engineer's actions. I am not qualified to do so and any outstanding concerns that Mr T has in this regard would be best directed to the Gas Safe Register.

Nonetheless, I can understand that the service Mr T received from Mapfre will have caused him to worry about his tenant's safety.

I have taken into account all of the circumstances of Mr T's complaint and I agree with our adjudicator that the payment of £150 initially offered by Mapfre is insufficient to compensate Mr T for all of the issues he experienced with his claim. Furthermore, I note what Mr T has said about waiving rent for his tenants.

Mr T's policy provides for an alternative accommodation payment of £250 to be made in certain circumstances and I believe it would be fair and reasonable for Mapfre to also pay this to Mr T, together with interest at 8% simple per annum from the date of the claim until the date of settlement. This is in recognition of any financial loss suffered by Mr T, as well as the inconvenience he experienced.

I appreciate Mr T is unhappy with the length of time this matter has been on-going and feels that Mapfre should have offered him an increased award from the outset. However, the Financial Ombudsman Service cannot seek to punish businesses through our awards.

Overall, having taken into account our published guidance on awards of compensation, I feel that a payment of £250 plus interest outlined above, in addition to the £150 already offered, is fair and reasonable in the circumstances.

my final decision

My final decision is that I uphold this complaint in part.

Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A. must do the following;

- pay Mr T the £250 alternative accommodation provision set out in his policy, together with interest at 8% per annum from the date of his claim until the date of settlement;
- pay Mr T the £150 compensation it has already offered.

I make no other award against Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A.

Christopher Tilson
ombudsman