

complaint

Mr E complains that Mapfre Asistencia Compania Internacional De Seguros y Reaseguros S.A. mishandled his claim on a landlord's emergency insurance policy.

background

Mr E had a property occupied by tenants. When its boiler broke down, he called Mapfre which sent an engineer. The engineer recommended replacement parts costing about £700, of which Mr E had to pay about £200. Mr E complained when the engineer later replaced the parts but said the boiler was still dangerous – and Mr E decided to replace it.

The adjudicator recommended that the complaint should be upheld in part. He concluded that Mapfre caused unnecessary delay so that Mr E had to chase it and deal with the tenants. The adjudicator recommended that Mapfre should pay Mr E £150 for distress and inconvenience.

Mapfre agrees with the adjudicator's opinion.

Mr E disagrees. He questions the engineer's diagnosis that multiple parts needed replacing at the same time. Mr E says Mapfre should have offered £100 for alternative accommodation for his tenants. He says he gave them a goodwill payment of £160.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I accept that – in an attempt to get the boiler going again – the engineer had to obtain parts costing in excess of the policy limit of £500. Mr E had to pay the excess.

I do not doubt that Mr E was frustrated when the engineer found a further problem with the exhaust flue. But I have not seen sufficient technical evidence to satisfy me that the engineer ought reasonably to have anticipated that problem before he attended to fit the other parts.

Therefore I do not conclude that it would be fair and reasonable to order Mapfre to refund Mr E's payments of about £200 or the policy premium.

But I consider that the period of about two and a half weeks in March and April included some unnecessary delay by Mapfre (and some very cold weather).

I accept that it did not pay the policy benefit of £100 towards emergency accommodation as provided for in its policy. But Mr E has not said that he or the tenants paid for any such accommodation. So I do not conclude that it would be fair and reasonable to order Mapfre to pay the £100.

I find it likely that the tenants bore the brunt of the inconvenience. But under our rules I can only consider the position of the policy holder Mr E. I do not doubt that Mapfre caused him

upset and put him to some trouble. It wasted his time on the telephone and left him to face the anger of his tenants.

I note that when he made his initial complaint Mr E did not mention any goodwill payment he had made to his tenants. He has recently told us that he made a payment of £160. He has not provided a receipt or suggested that he was under a legal obligation to pay them.

Overall I conclude that it is fair and reasonable to order Mapfre to pay Mr E £175 for trouble and upset.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros S.A. to pay Mr E £175 for trouble and upset.

Christopher Gilbert
ombudsman