

## **complaint**

Mr and Mrs T complain about Mapfre Asistencia S A's delays in resolving their home emergency insurance claim, as a result of which they were without heating and hot water for 16 days.

## **background**

I issued a provisional decision on this matter in January 2014, an extract from which is copied below and which forms part of this, my final decision.

*"Mr and Mrs T hold a home emergency insurance policy, underwritten by Mapfre. All references to Mapfre include the agents it has appointed to administer claims.*

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*On 13 December 2011, Mr and Mrs T contacted Mapfre to report that they had no heating or hot water. An engineer appointed by Mapfre attended to inspect the boiler and diagnosed that a new fan and printed circuit board were required. However, the engineer considered there may have been third party interference with Mr and Mrs T's boiler and, as a result, a dispute arose between the engineer and Mapfre as to whether or not the claim was covered under the policy.*

*Mr and Mrs T made arrangements for Mr T's elderly mother, who lives with them, to check in to a hotel on 14 December 2011.*

*An engineer re-attended on 17 December 2011 in order to fit the parts but was unable to do so, as the expansion vessel was leaking and also required replacement.*

*On 22 December 2011, Mapfre offered Mr and Mrs T £200 towards the cost of alternative accommodation.*

*An expansion vessel and fan were fitted on 23 December 2011 but this did not resolve the problem with the boiler. Mapfre then made attempts to source a new gas valve. The gas valve was fitted on 29 December 2011, restoring Mr and Mrs T's heating and hot water. Unhappy, Mr and Mrs T complained to Mapfre, seeking compensation and reimbursement of £2,234 spent on alternative accommodation for the following persons;*

- *Mr T's mother from 14 December 2011 – 30 December 2011*
- *Mr and Mrs T from 22 December 2011 – 30 December 2011*
- *Mr and Mrs T's son from 22 December 2011 – 30 December 2011*
- *Mr and Mrs T's youngest daughter and her fiancé, who visited from 23 December 2011 – 26 December 2011*
- *Mr and Mrs T's other daughter, her husband and new-born twins, who visited from 23 December 2011 – 26 December 2011*

*Mapfre investigated Mr and Mrs T's complaint and offered to pay £200 towards the cost of alternative accommodation, as well as £160 compensation as a gesture of goodwill.*

*As Mr and Mrs T remained dissatisfied, they brought their complaint to the attention of this service for consideration.*

*Our adjudicator recommended that Mapfre should pay for the full hotel costs for Mr and Mrs T, Mr T's mother, Mr and Mrs T's youngest daughter and Mr and Mrs T's son and 50% of the hotel accommodation costs for Mr and Mrs T's other relatives. Our adjudicator also considered that Mapfre should pay £350 compensation for the distress and inconvenience caused.*

*Mapfre did not accept our adjudicator's recommendations and says it is not responsible for alternative accommodation costs for Mr and Mrs T's family members who do not permanently reside with them. Mapfre also says Mr and Mrs T were offered temporary heaters and presumably would have had access to electric showers, kettles, a dishwasher and a washing machine.*

*As our adjudicator was unable to resolve the complaint to the satisfaction of both parties, the matter has been referred to me for final determination.*

### ***my provisional findings***

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

*Mr and Mrs T's insurance policy provides cover of up to £500 for the cost of resolving a home emergency situation, such as the failure of the heating system. The cover provided is limited by the terms, conditions and exclusions which are set out within the policy.*

*The policy does not state that a home emergency will be resolved within any guaranteed timescale. However, of course, an insurer should act within a fair and reasonable period, without any excessive or undue delay.*

*I understand Mapfre's engineer attended on 13 December 2011, the same day the claim was registered, and diagnosed that certain parts were required. Mapfre's notes state its engineer reported:*

*"when arrived on site the casing screws had been removed and soaking wet rag in boiler. It needs new fan and new pcb...at the moment...as possibly more parts required after these parts fitted".*

*A delay then arose as a result of discussions between Mapfre and its engineer as to whether or not Mr and Mrs T's claim was covered under their policy.*

*Although we would generally consider that an insurer is entitled to satisfy itself that a claim is covered under the policy before agreeing to carry out works, it does not appear that Mapfre itself was disputing cover in this case. Instead, Mapfre's engineer appears to have refused to re-attend.*

*By the time a second attendance took place on 17 December 2011, Mr and Mrs T had already arranged for Mr T's elderly mother (who resides with them) to stay in a hotel.*

*A replacement expansion vessel, to replace the existing leaking part, was due to arrive on 21 December 2011. However, unfortunately, the part did not arrive. When the replacement was fitted on 23 December 2011, a problem was then identified with the gas valve.*

*It appears to me that the delays in this case between 13 December 2011 and 17 December 2011 were entirely avoidable and, had a second engineer attended sooner, Mr and Mrs T may not have been left without a working boiler over the Christmas period. Furthermore, there is a question as to whether the problems with the expansion vessel and gas valve ought reasonably to have been diagnosed sooner.*

*Having said that, I must take into account the fact that Mapfre resolved the emergency situation at Mr and Mrs T's property, meeting its obligation under their policy; albeit this took from 14 December 2011 until 29 December 2011. The work carried out by Mapfre on Mr and Mrs T's boiler totalled £997.84. This exceeds Mapfre's liability under the policy of £500 and Mapfre did not seek to charge Mr and Mrs T for the additional work, which it would have been entitled to do.*

*It is entirely understandable why Mr and Mrs T opted to check Mr T's mother into a hotel on 14 December 2011. I also do not consider it unreasonable for Mr and Mrs T and their son to have moved into the hotel on 22 December 2011 for the Christmas period.*

*However, Mr and Mrs T's policy does not provide an alternative accommodation benefit. Even if this policy did contain such a provision, I am not persuaded that this would extend to cover Mr and Mrs T's visiting children and their families, who do not permanently reside with Mr and Mrs T.*

*Whilst I appreciate Mapfre's offer of £200 is substantially less than the amount of money Mr and Mrs T paid for hotel accommodation, I do not consider it would be fair or reasonable in the circumstances to require Mapfre to reimburse Mr and Mrs T's hotel bills.*

*Nonetheless, I acknowledge that Mr and Mrs T will have suffered considerable distress and inconvenience as a result of Mapfre's delays in resolving their claim. Mr and Mrs T were without heating and hot water from 14 December 2011 until 29 December 2011, and spent the Christmas period away from their home at a time when they had guests due to stay with them.*

*Mapfre has offered to pay Mr and Mrs T £160 compensation in respect of the distress and inconvenience they suffered. However, in my view, an increased payment would be appropriate in the circumstances.*

*I say this having taken into account our published guidance on the payment of compensation for distress and inconvenience as well as awards previously made by this service in cases sharing similar features.*

*Overall, I am minded to consider that a global payment of £650 - an award which falls into the category of what this service would consider to be significant compensation - is warranted. This is in addition to the alternative accommodation payment of £200 already offered and takes account of the additional costs of repairs met by Mapfre.*

### ***my provisional decision***

*My provisional decision is that I uphold this complaint in part.*

*I propose that Mapfre Asistencia S A should pay £650 compensation to Mr and Mrs T for the distress and inconvenience suffered, in addition to the payment of £200 towards alternative accommodation already offered."*

### **developments**

I invited both parties to respond to my provisional decision with any further information or evidence they wish to provide.

Mapfre have responded and confirmed that it accepts my provisional findings.

Mr and Mrs T have also responded and whilst they feel that the award of compensation should have been higher, they confirmed they had no other information to provide and accepted my provisional decision.

### **my findings**

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

Given that neither party has provided any further information or evidence, and they have both accepted my provisional decision, I see no reason to change my findings.

### **my final decision**

For the reasons set out above and in my provisional decision, I uphold this complaint. Mapfre Asistencia S A should pay a total of £850 to Mr and Mrs T (comprised of £650 compensation for the distress and inconvenience caused by its handling of the claim suffered and £200 towards alternative accommodation).

Harriet McCarthy  
**ombudsman**