

complaint

Mr K complains about Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A's ("Mapfre") service under his home emergency policy.

background

Mr K had various problems with his boiler from February 2015 to March 2015. Each time he called Mapfre to report the problem it sent an engineer to investigate but the problems continued. These engineers were through a contractor which I'll call 'A'. They were working on Mapfre's behalf.

Mr K asked Mapfre for a different contractor to look at the boiler. The engineer from that contractor (which I'll call 'B') said the boiler was in a 'dangerous condition'. The engineer found that the gas valve was faulty and the boiler was emitting too much gas. Mr K said the engineer told him the boiler was waiting to explode and it could have burnt the house down. Mr K also said the engineer told him the previous gas readings from A's engineers must have been fabricated since the boiler couldn't be producing such high levels of gas within a couple of days.

Mr K complained to Mapfre. It accepted that while it investigated Mr K needed a boiler and as a gesture of goodwill it paid him £1,145 to buy a boiler. At the end of its investigation Mapfre said it found that A's engineers had done nothing wrong. Each visit by A's engineers had been for a different problem. And the engineer from B said the various problems he'd seen with the boiler appeared to be due to lack of maintenance.

Mr K complained to us. He thinks A's engineers were unqualified and were guessing at what was wrong with his boiler, putting his family's life at risk. He's also unhappy at the way Mapfre investigated his complaint. He says Mapfre has been criminally negligent and failed in its duty of care. He wants Mapfre to pay the cost of the new boiler's installation, as well as the cost of the new boiler, and compensation for his family's upset and inconvenience.

The adjudicator explained that we didn't have the power to look into Mr K's allegations of criminal negligence. We could look at whether Mapfre had done what it should have under the insurance policy. She believed that it had and it didn't need to pay any more than the £1,145 it had already paid.

Mr K strongly disagreed so the complaint has been passed to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr K knows that I won't be looking into his allegations of negligence. I see that Mr K is planning to take court proceedings about that. I also don't have the power to make Mapfre change its investigations procedure. But I can look at whether Mapfre should have done more than it did under the insurance policy. And if it should have done more whether the £1,145 it's already paid was enough compensation.

I've read all the information that Mr K has sent us. It's clear that he feels very strongly about what happened. So I know he'll be disappointed that I've decided not to uphold his complaint. I don't think Mapfre needs to pay him any more compensation. I'll explain why.

Mr K's policy has an exclusion saying that Mapfre won't pay for the replacement cost of his boiler if it is uneconomical to repair (known as beyond economic repair). The engineer from B told Mapfre that Mr K's boiler was 15 year old and beyond economic repair. So under the policy Mapfre didn't need to pay Mr K anything for the boiler.

If I thought that the boiler had to be replaced only because of the actions of A's engineers then I'd say it was fair for Mapfre to pay for the cost of the boiler and the installation. Mr K believes that it was the A's engineers who, not only failed to fix the boiler, but also created the problem with the gas valve and other problems which meant his boiler had to be replaced.

But I don't think there's enough evidence to say that A's engineers did cause the problems. Contractor A provided Mapfre with its gas safety registration certificate to show that its engineers were approved. As part of the investigation it also sent a list of the work done on the various dates. A says that each problem it went to fix was unrelated.

On 16 March the records show that its engineer set the gas valve to the correct settings. But that doesn't mean that the problems with the gas valve were caused by that engineer. The report from B's engineer says the gas valve can go at any time or it could have gone if it had been handled roughly. As it could have happened at any time I can't say that it's likely that A's engineer caused the problem. And there were unrelated problems with the boiler which all added up to the boiler being beyond economic repair. There's no mention in the report from B's engineer that he thinks A's engineers falsified the gas readings.

Mr K says that Mapfre offered to pay for the cost of the boiler and installation, totalling about £2,251. But in Mr K's email to Mapfre of 27 March his account of the conversation is that Mapfre told him it would only pay for the boiler until its had completed its investigation. It would only pay for the installation if the investigation showed the engineers had done something wrong. As there's no evidence of any wrongdoing Mapfre doesn't need to pay the installation costs.

I've no doubt that Mr K and his family suffered upset and inconvenience in having no boiler at a cold time of year. It was worse as the family has elderly and vulnerable members. Mapfre realised their difficult situation which is why it offered to pay for the boiler when it didn't need to. It's possible that the engineers should have realised sooner that the boiler was beyond economic repair and needed to be replaced. This would have shortened the time the family were without the boiler. But even if that was the case the £1,145 Mapfre has already paid is more than the compensation I would have awarded.

my final decision

I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 11 January 2016.

Nicola Sisk
ombudsman

