

The complaint

Mr H complains Hastings Insurance Services Limited linked an unrelated claim to him when he attempted to insure his car with them. He's also unhappy the same issue occurred when he tried to take out a policy again a few months later.

The details of this complaint are well known to the parties, so I won't repeat them again here. Instead, I'll focus on giving the reasons for my decision.

What I've decided – and why

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

Both parties agree there were multiple failings made by Hastings. Our investigator didn't think Hastings had gone far enough to acknowledge the impact of their errors by offering Mr H £100. She thought Hastings should pay £250. Hastings said they were minded to accept our investigator's view, but Mr H didn't think £250 was sufficient compensation.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I think Hastings should've done more to understand why their system was picking up a fault claim against Mr H. Hastings put the onus on Mr H to resolve the issue even after he'd evidenced his no claims history as they'd requested.
- I've listened to the phone calls between Mr H and Hastings. There were a lot. And they were often repetitive as he was passed between different departments. I can understand the frustration this must have caused Mr H, both in respect of the time it took up and the struggle he had to move the situation forward.
- Hastings initially told Mr H the claim related to him – this was later shown to be wrong - and if he went ahead with the policy before resolving the issue, his premium couldn't be amended retrospectively. Hastings also said the claim would likely flag up with any insurer he approached. So, I can understand why this caused Mr H concern. And ultimately led to Mr H's new car being left uninsured on his drive for a short period – something which concerned him greatly.
- But I do think Mr H could've mitigated the risk by speaking to his existing insurer. As they hadn't linked the claim to Mr H when insuring his previous vehicle, I think it's reasonable to assume they wouldn't do so again, if he took out a second policy with them. Thankfully, nothing happened to Mr H's new car and he switched his existing policy to cover it after selling his previous vehicle three days later.
- I'm aware Mr H thinks he should be paid more compensation, based on the time he spent trying to resolve things and how much he could earn in that time. But we look at the overall impact that something's had on a consumer – rather than awarding compensation for specific units of time, or at a particular hourly rate.
- It's disappointing the same issue arose when Mr H tried to take a new policy out with Hastings a couple of months later. But on this occasion Mr H contacted the CEO's office and could proceed with taking out a policy without delay.

- Taking into consideration everything that's happened and the overall impact on Mr H, I think £250 is fair and reasonable.

My final decision

I uphold Mr H's complaint and direct Hastings Insurance Services Limited to pay Mr H £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 August 2020.

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Jo Chilvers
Ombudsman