

The complaint

Mr H complains about how Hastings Insurance Services Limited administered his motor insurance policy.

What happened

Mr H's policy taken out through Hastings came up for renewal and it sent him notice of automatic renewal with the same insurer but at an increased price. Mr H had already found cheaper cover from Hastings on an online comparison site. So he told Hastings to cancel the renewal, but it wasn't able to locate a payment on its system. Mr H then called again to request a refund.

Mr H said he hadn't consented to automatic renewal and was inconvenienced by Hastings. Hastings agreed it should have told Mr H that his payment couldn't be stopped as the direct debit was being processed. It said it refunded the payment before Mr H contacted it again.

Our investigator didn't recommend that the complaint should be upheld. He thought the renewal documents made it clear that the policy would automatically renew. He thought Hastings had acted fairly in renewing the policy with the same insurer as Mr H hadn't requested otherwise. He thought Hastings wasn't responsible for setting the premium. And he thought Hastings had acted promptly to reimburse Mr H's premium after it had given him incorrect information.

Mr H replied that he wanted an ombudsman's review. So his complaint has come to me for a final 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.

I can understand that Mr H wanted to pay a fair price for his policy. Hastings said that it renewed his policy with the same insurer as the previous year. The insurer, not Hastings, is responsible for setting the premium. So I can't say that Hastings is responsible for the renewal premium quoted.

Mr H thought Hastings should have offered him the cheapest premium available for his cover. But Hastings isn't a comparison site. I can see that its renewal documents clearly advised Mr H to shop around as he may be able to find cheaper cover elsewhere:

"A lot can change in a year, so please check this cover still meets your needs. You have been with us a number of years. You may be able to get the insurance cover you want at a better price if you shop around."

And I can see that Mr H did this before his policy renewed. So I can't say that Hastings treated Mr H unfairly or unreasonably.

Mr H thought it wasn't clear that his policy would automatically renew. But I disagree. I think the renewal documents state clearly in the header and the text that the policy would renew unless Mr H contacted Hastings. And I think Mr H was aware of this from previous renewals when he called Hastings and obtained a cheaper price. Also, I can see that Hastings'

renewal pack made Mr H aware that he could opt out of automatic renewal if he chose to do so.

Mr H called Hastings on the same day his policy automatically renewed to cancel the renewal. Hastings explained that the payment wasn't showing on its system as it takes 24 hours to process. So it incorrectly told Mr H that no payment had been taken, when it was being processed.

Mr H called Hastings again to seek a refund, but by that time Hastings had already reimbursed him by cheque. It then cancelled this and made a direct payment to Mr H's account. So I think Hastings acted promptly to reimburse Mr H. It did tell him, incorrectly, that no payment had been taken. And Mr H made one further call to Hastings to pursue his refund. I don't think this inconvenience requires any further redress than the apology that Hastings has already made.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 December 2021.

Phillip Berechree
Ombudsman