

The complaint

Miss M has complained through a representative that she wasn't provided with a hard copy of the policy document for the breakdown policy Hastings Insurance Services Limited arranged for her.

I'll refer to Miss M's representative as Mr S.

What happened

Miss M took out a car insurance policy through Hastings in April 2021. The original policy incorrectly included a named driver twice and personal accident cover instead of breakdown cover. To correct these errors Miss M took out a new car insurance policy through Hastings with breakdown cover. She wasn't charged anything for the original policy.

Miss M emailed Hastings on 18 April and asked them to confirm her policy had gone live from that day and that her breakdown cover was also live. She said she hadn't received any documentation from Hastings or the breakdown cover provider. Hastings replied by email on 19 April and said they'd attached a copy of Miss M's policy documentation, which included the information on her breakdown cover. Miss M replied to this email and said that, as discussed, she looked forward to receiving her "Hard" copy through the post. Miss M followed this email up with an email on 20 April in which she asked for a "hard copy" of her "car insurance" by post. She said she didn't have a printer and wanted a paper copy as a reference. Hastings responded to Miss M by email on 21 April to say they'd sent her policy documentation by post.

Miss M emailed Hastings again on 27 April and thanked them for sending her car insurance documents. She pointed out the details of her breakdown cover did not give her a reference number or a telephone number to call if she broke down. Hastings replied by email on 28 April. They explained that if Miss M needed to call the breakdown cover provider she should call the number they'd included in the email and give her registration number, name and location. They added that all the information was in the posted copy of the documents that she should receive shortly. Miss M then emailed Hastings on 2 May and said she found it necessary to request again a hard copy of her breakdown cover membership pack and number. Hastings responded the same day to say that all she needed to do was contact the provider's number. They also said they'd attached a copy of Miss M's Welcome Pack, which had all the information regarding her breakdown cover.

Mr S then complained to Hastings about a number of things on Miss M's behalf. However, as far as I can see, these things didn't include the fact she had not received a hard copy of her breakdown cover membership pack. Mr S has said he included reference to this in his complaints to Hastings' CEO on 6 April and 16 June. But, I've seen his letter of 6 April and he didn't refer to the fact Miss M hadn't received a copy of her breakdown cover documents in this, although he did mention the fact breakdown cover hadn't been added to Miss M's policy originally. I've not seen a copy of his letter of 16 June, but from Hastings records it doesn't seem that they received it. This is not to say Hastings didn't receive it, but from the records they've provided to us I just can't see that they did.

As a result Hastings provided a final response to the complaint points Mr S had made and offered Miss M £30 compensation for the poor service they'd provided in a couple of respects. But, they didn't comment on the fact Miss M hadn't been provided with a hard copy of her breakdown cover membership pack.

Mr S asked us to consider Miss M's complaint about the complaint points he'd raised. Our investigator later realised Mr S also wanted us to consider Miss M's complaint about the fact she'd not been provided with a hard copy of her breakdown cover membership pack. He told Hastings about this and asked them to consider this specific complaint and provide Miss M with a final response on it. Hastings didn't provide a final response and Mr S asked us to consider this complaint once the period they had to do so had expired.

Our investigator considered Miss M's complaint. He told Hastings that he thought they should have picked up on the fact that Miss M wanted a hard copy of her breakdown cover documents and sent these to her by post. He pointed out the full details were included in an additional products document which Miss M had been given access to online. And he felt Hastings should have realised they needed to send Miss M a hard copy of this. He further explained that he thought their failure to send it had caused Miss M distress and inconvenience and that Hastings should pay her £50 in compensation for this.

Hastings don't agree with our investigator and have asked for an ombudsman's decision. They've said they provided Miss M with details of her breakdown cover with the policy documents they sent her, along with the phone number she needed to contact the provider on when she asked for it. They've mentioned that she asked them to send her a copy of her membership pack, but there isn't a membership pack. So they think they did enough by providing a copy of the policy documentation.

Mr S told our investigator in a telephone call that he agreed on Miss M's behalf with the amount of compensation he'd suggested.

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 agree with our investigator that Hastings should have realised Miss M wanted a copy of the document providing the *full cover* details of her breakdown cover, irrespective of whether there was a membership pack. They knew Miss M wanted full details of her breakdown cover and there was an additional products document she'd not received by email or post that provided these. So, I think it was clear from Miss M's email of 2 May this is what Hastings needed to send to her. But, in response, all Hastings did was repeat the number to call if Miss M broke down and referred to the fact all the information was in her Welcome Pack. When in fact all her Welcome Pack included was the Insurance Product Information Document (IPID) for the breakdown cover and a reference to the fact she had this cover. The IPID only provides very limited information about the cover. Whereas the additional products document provides the full contract details. And I think as Miss M had referred to a membership pack it should have been clear to Hastings what Miss M needed to be sent, ie the additional products document.

Putting things right

I also agree with our investigator that Hastings' failure to provide Miss M with a copy of the additional products document caused her unnecessary distress and inconvenience. I accept this wasn't significant, in the sense that she knew she was covered and knew what number to call and that she just had to give her registration number if she broke down. But I think it

was nonetheless distressing and inconvenient and does warrant a small compensation payment of £50.

My final decision

For the reasons set out above, I uphold Miss M's complaint about Hastings Insurance Services Limited and award her £50 in compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 8 March 2022.

Robert Short
Ombudsman