

## **The complaint**

Mr M complains that Hastings Insurance Services Limited incorrectly renewed his motor insurance policy.

## **What happened**

Mr M went online and used Hastings as an intermediary to set up a policy between him and an insurance company for the year from late July 2021.

In July 2022, Hastings automatically renewed the policy and charged a renewal fee of £20.00. Mr M complained to Hastings that it shouldn't have renewed the policy.

Hastings cancelled the renewal. By a final response dated late July 2022, Hastings turned down the complaint and declined to refund the £20.00.

Mr M brought his complaint to us in early September 2022.

Our investigator didn't recommend that the complaint should be upheld. He didn't think that Hastings had done anything wrong.

Mr M disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He doesn't consider only being able to use an app or call Hastings as either easy or accessible.
- Hastings didn't state he couldn't contact them by email.
- He contacted Hastings by email informing them he did not want them to renew the policy.
- Hastings didn't contact him to say they were unable to action this request via email.

## **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 keep in mind that it's a legal requirement for a registered keeper of a vehicle on the road to have continuous insurance cover.

In July 2021, Hastings sent Mr M a cover summary that included the following:

### ***"Renewing your policy***

*We automatically renew most policies. This means if one of our insurers offers you a premium, we'll send you a renewal invitation at least 21 days before your policy's due to end. Your new insurance cover will start on your renewal date, 26th July 2022. If you wish to opt out of the automatic renewal process you can do so at any time, by either changing your settings in MyAccount (up until we've sent your renewal*

*invitation) or by phoning our customer services team. Once you've received your renewal invitation, you can also call us any time before your renewal date to discuss or amend your renewal quote."*

So I'm satisfied that Hastings gave Mr M clear information about automatic renewal and how he could stop it.

The cover summary also included the following:

***"Our fees***

*We charge fees to cover the costs involved in setting up, servicing and cancelling a policy and it's important you understand them. The fees below are for our services and each fee is non-refundable. Like other providers, we charge a fee to change a policy. This is so those customers who don't make any changes don't bear the cost for those who do, and helps us to keep policy prices down.*

***Arranging your policy***

- *Arranging new or renewing cover for each car on your policy £20.00"*

So I'm satisfied that Hastings made clear that in the event that it renewed the policy it would charge a fee of £20.00.

In late June 2022, Hastings sent Mr M a renewal letter that included the following:

***"What happens next***

*Your policy is currently set to automatically renew so, your new insurance cover will automatically start on your renewal date, 26th July 2022. You can opt out of the automatic renewal process at any time. Simply change your preferences in the app or MyAccount or give us a call.*

*If you're happy to renew, you don't need to do anything. On your renewal date, we'll upload your new insurance documents to the app and MyAccount and your renewal will be due for payment.*

***We're here to help***

*If you don't want to automatically renew your policy, or you'd like to discuss or change any details please contact us on 0333 321 9790."*

Mr M received that renewal letter by email.

I have no reason to doubt Mr M's statement that he tried to ring Hastings to cancel the renewal but found that its office was closed. I have no reason to doubt his statement that he tried to follow the Hastings 'contact us' link which didn't work on his phone. However, Mr M must've known that these attempts at contact hadn't worked.

On 5 July 2022, Mr M opened the renewal email and sent a reply. He said he didn't want to renew with Hastings and had found less expensive cover through another provider.

An emailed response wasn't in line with what the renewal letter had said he should do if he didn't want to renew. Furthermore, the Hastings inbox wasn't monitored for replies. So I don't find that Hastings knew that Mr M didn't want to renew because he had alternative cover. Also I don't find that Hastings should've replied to his email by asking him to call.

Therefore I don't conclude that Hastings treated Mr M unfairly by renewing the policy, charging £20.00 and declining to refund it.

**My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Hastings Insurance Services Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 June 2023.

Christopher Gilbert

**Ombudsman**