

The complaint

Mr K complains about the customer service he received from Hastings Insurance Services Limited when trying to make a claim under his key protection policy.

Mr K also brought a complaint against the underwriter of his key protection policy to our service, which has been considered separately. In this decision, I've only considered Mr K's complaint against Hastings.

What happened

In September 2021, Mr K arranged for his lock to be replaced after losing his house keys. Mr K says he phoned to make a claim under his key protection policy and was advised to send the locksmith's invoice to Hastings.

Mr K didn't hear back so he made another phone call. He was told his claim hadn't been logged previously and he was given an address to send his original receipt to.

In March 2022, Mr K made another phone call and logged a complaint as he still hadn't heard anything about his claim. He also raised a complaint against Hastings via an online complaints tool in April 2022.

Hastings responded to Mr K's complaint in May 2022. It said it couldn't find any calls between Mr K and Hastings between September 2021 and March 2022. It said in the event of lost keys it would cover up to £500 after excess on the policy, however this was for car keys not home keys. It said Mr K hadn't purchased key cover ancillary with the policy.

Mr K brought his complaint to our service in June 2022. As this mainly related to his key claim, the complaint was set up against the insurer of his key protection policy. However, Mr K said he also wanted to complain about the service he'd received from Hastings, so a separate complaint was set up.

Our investigator looked into Mr K's concerns about Hastings but didn't think his complaint should be upheld. She acknowledged that Hastings had incorrectly advised Mr K that he hadn't purchased a key protection policy. But she didn't think the impact was enough to recommend compensation.

Mr K disagreed with our investigator's outcome and asked for the matter to be considered by an ombudsman. So, the complaint has been passed to me to decide.

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.

Having done so, I've decided not to uphold Mr K's complaint. I'll explain why.

I can see that Hastings arranged Mr K's motor insurance along with some additional insurance products including "*key protection*" in May 2021.

The policy terms for Mr K's key protection policy say that Direct Group handles claims on behalf of the Insurer. This means that any complaint about the handling of Mr K's claim needed to be considered against the insurer, rather than Hastings. And Mr K has already had a decision on his complaint against the insurer.

A phone call to the claims helpline number given in the policy booklet is answered with "*Thank you for calling Hastings Direct key claims*". So, I can understand why Mr K likely thought he was dealing with Hastings when he phoned to make his claim. However, I'm satisfied that Mr K's calls were being dealt with by an agent acting on behalf of the insurer. And, as explained the insurer was responsible for the handling of Mr K's claim.

I can only consider the actions of Hastings when acting on behalf of Mr K as a broker, in this decision. So, the only aspect of Mr K's complaint I've been able to consider is the incorrect information Hastings provided in its response to his complaint in May 2022. As the broker who arranged Mr K's insurance, I think Hastings should have realised that he had key protection cover that meant he could make a claim about losing his house keys.

I've gone on to consider the impact of the incorrect information provided by Hastings on Mr K. I appreciate it was frustrating for Mr K to be told something he knew wasn't right. However, Mr K's main concerns are about the handling of his claim, which Hastings wasn't responsible for. I don't think the frustration he experienced as a result of the inaccurate information from Hastings is sufficient to warrant financial compensation. So, while I know my answer will be disappointing for Mr K, I haven't found reason to uphold his complaint.

My final decision

For the reasons I've explained, 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 31 March 2023.

Anne Muscroft
Ombudsman