

## **The complaint**

Mr C is unhappy Hastings Insurance Services Limited (Hastings) relied on external accident records, rather than what he told them, when arranging his car insurance policy. He's also unhappy that he had to call Hastings to amend driving licence details before he could go ahead with the purchase.

## **What happened**

Mr C attempted to take out an insurance policy online with Hastings. However, the driving licence details weren't correctly being captured from the aggregator site he used, so Mr C had to contact Hastings to confirm these before purchasing the policy.

Mr C had also told Hastings about the named driver accident history, but when the policy was arranged, Hastings relied on the Claims and Underwriting Exchange (CUE) records, which differed to what Mr C had declared.

A complaint was made to Hastings about their handling of the arrangement of Mr C's car insurance policy. Hastings responded and said they don't control the aggregator site, but they went through the licence information when Mr C called them to make sure it was correct. They also said they had to rely on the CUE records, and if they were incorrect, the named driver would need to contact the third-party insurer that had recorded it to have it amended.

Mr C remained unhappy with Hastings and approached this service.

Our investigator looked into things, but he didn't uphold the complaint. He said he recognised it was inconvenient having to contact Hastings, but he said it didn't have any significant impact on Mr C being able to take out the insurance policy. He also said he didn't think Hastings had acted unfairly by relying on the information on CUE.

Mr C didn't agree and asked for a final decision from an ombudsman.

## **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 reached the same outcome as our investigator.

Mr C is unhappy that he needed to contact Hastings as the driving licence details weren't being captured correctly from the aggregator site he used. Once Mr C contacted Hastings, he was able to confirm this so the policy could go ahead.

Hastings explained they aren't in control of the third-party site Mr C was using. Whilst Mr C needed to call Hastings, it didn't stop him being able to go ahead with the policy he wanted to purchase. So, whilst I appreciate having to call would have been frustrating for Mr C, I'm not going to direct Hastings to pay compensation for this.

Mr C is also unhappy that Hastings relied on CUE records for the named driver accident history when he told them different information about previous claims.

However, I don't think Hastings acted unreasonably here. All insurers that subscribe to using CUE are obligated to ensure the information they record on it is accurate. So, it isn't unreasonable for Hastings to take this information, recorded by another insurer, as being correct. Hastings also included the information they had relied on in the policy documents sent to Mr C, so he was made aware what they had recorded.

If the information differed to what was recorded on CUE as Mr C has said, then as outlined by Hastings, the named driver would need to contact the insurer responsible for recording this information to have this amended and updated. But that wasn't Hastings here. Instead, they relied on the information another insurer had input, and I don't think it was unreasonable for them to do so.

However, if the named driver has since had this information amended, and it is now different to what has been included by Hastings, then Mr C will need to get in contact with Hastings so they can update the policy and assess any impact on it such as terms or premiums.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 June 2023.

Callum Milne  
**Ombudsman**