

## **The complaint**

Ms P complains that Hastings Insurance Services Limited (“Hastings”) sent her car insurance policy renewal information to a third party.

## **What happened**

Ms P moved address in 2021 and reported this to Hastings so they could update their records. Ms P says, in 2022, she noticed her direct debit payment for her premium had increased. Ms P raised this with Hastings who said her premium had increased and they’d notified her of this in renewal correspondence sent to her. Ms P complained as she says she couldn’t find any communication about this. Hastings responded and initially claimed they had no record of Ms P calling them to change her address. Ms P says Hastings claimed she was therefore driving her car without the correct insurance. So, Ms P cancelled her policy and was charged a cancellation fee. Ms P complained again, and Hastings then accepted their records showed Ms P had notified them of her change of address. Hastings apologised for the inconvenience caused and also offered £85 compensation.

Our investigator looked into things for Ms P. He agreed Hastings had made an error but recommended they increase their offer to £150. Ms P and Hastings disagreed so the matter has come to me for a 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.

Having done so, I’ve decided to uphold the complaint. And, I think the investigator’s recommendation here is a fair way to resolve matters. I understand Ms P will be disappointed by this but I’ll explain why I have made this decision.

Firstly, I’ve looked at the service given to Ms P. Ms P confirms her complaint is about correspondence being sent to her previous address. The key facts about the complaint aren’t in dispute. Hastings say, when sending renewal quotes and confirmation, a copy is sent to the policyholder and also the payer of the policy – in this case, Ms P was both. Hastings updated Ms P’s address on the policyholder details tab but have admitted they got things wrong when they didn’t update the address on the payer details tab – this meant some correspondence was sent to Ms P’s previous address. The only issue I have to decide is whether their offer of compensation is fair and reasonable.

I understand Hastings agreed to credit the cancellation fee to Ms P’s new policy. I think that’s fair in the circumstances as it doesn’t appear Ms P needed to cancel her policy. I say this because Hastings say Ms P’s address had been changed on her policy information, so the cover was correct. Additionally, I think it’s right that Hastings should compensate Ms P for the worry and upset caused by their poor service. To help decide what a fair and reasonable level of compensation should be, I’ve looked at the error by Hastings and what the impact of that error has been.

I can see two letters were sent to Ms P's previous address. While I accept Ms P wouldn't have received these letters by post, I do think she was made aware of her renewal and premium. I say this because, on the dates these letters were sent, two letters were sent to Ms P, correctly addressed, which explain her policy is due for renewal together with the price, and another letter confirming her policy has renewed and enclosing her policy documents. Hastings also explain all of this correspondence was sent by email – which was selected by Ms P as her preferred method of contact.

I understand Ms P feels the most concerning point for her is that her personal details have been passed to a third party who lives at her previous address – someone Ms P says she has had an issue with in the past. I can see Ms P is concerned, in particular, about them having details of her car registration and make and model. But I've seen both letters and wish to reassure Ms P they don't contain the details she is most worried about. One letter is a renewal reminder. This sets out the renewal price, and also contains details of Ms P's bank sort code and the last four digits of her account number. It also sets out a payment schedule if Ms P chooses to pay her premium by monthly instalments. The other letter confirms Ms P's policy has renewed and contains the same information as the previous letter. So, while I understand this has caused Ms P to worry, and some information about Ms P has been shared with the third party living at her previous address, it's not the information which Ms P is most worried about.

That said, some information has been shared with a third party. I note Hastings say the £85 offered is fair as the only information sent to Ms P's previous address is the price itself, how they've calculated this and when the monthly payments will be taken. Hastings say there's no evidence a third party has viewed the letters – which in any event only had limited information. I acknowledge Hastings' points, but, in the same way Hastings say there's no evidence the letters were read by the third party, there's no evidence to suggest they haven't been. Had the letters been returned to Ms P unopened and sealed, I think it's reasonable to conclude they hadn't been read. But in this case, they haven't been returned to Ms P and, while I can't say with certainty whether they've been read by the third party, I acknowledge Ms P is upset and worried that information about her has been sent to a third party. And, looking at this information in more detail, there's limited information about her bank account, a policy number, who she has taken out her insurance with and the price she has paid.

So, taking this into account, I don't think the £85 offered is fair and reasonable in the circumstances of this complaint. I accept Hastings weren't to know Ms P has a dispute with the third party the letters were sent to, but it doesn't change the fact that information about Ms P's policy, although limited, has been sent to a third party. I think it's important to take into consideration it's two letters and contains information which Ms P might've wanted to keep personal – such as the price she paid for her policy and the dates her monthly instalments will be taken. So, I think it's fair and reasonable in the circumstances for Hastings to pay compensation in the sum of £150.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I've focussed on what I believe are the key issues.

I wish to reassure Ms P and Hastings I've read and considered everything they've sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

**Putting things right**

I've taken the view that Hastings have sent information about Ms P to a third party. So, in addition to the £85 already offered, they should increase their offer by £65 and pay Ms P a total amount of compensation of £150.

**My final decision**

My final decision is that I uphold the complaint. Hastings Insurance Services Limited must pay Ms P compensation of £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 18 July 2023.

Paviter Dhaddy  
**Ombudsman**