

The complaint

Mr D complains that Hastings Insurance Services Limited trading as Hastings Direct (“Hastings”) misquoted a premium to change a car on his policy and then wouldn’t honour it. Mr D is represented in this case, but for ease I’ll refer to him throughout.

What happened

Mr D had a motor insurance policy with Hastings covering his car.

He was looking to change his car. He found a replacement and used Hastings’ app to get a quote for the new car.

He says that the app showed the cost to change the car was £20. This relatively small cost was a key factor in his choice to replace the car, so he bought the replacement.

When he tried to add the new car to the policy, the additional premium was about £683 plus an administration fee of £20.

Mr D wasn’t happy about this, and he complained. Hastings said it didn’t retain the quote as it had been overwritten with quotes for other cars Mr D was thinking of buying. But it thought Mr D had confused the administration fee of £20 with the actual quote to change the car.

Mr D remained unhappy and brought his complaint to this service. He asks that Hastings refund the extra amount he’d paid. Our investigator looked into his complaint and thought it wouldn’t be upheld. She said Hastings had shown the app agreed with its system.

Mr D didn’t agree with the view, so his complaint has been passed to me to make a final 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 looked at the evidence, I’m not upholding Mr D’s complaint. I do appreciate this will be a considerable disappointment to him, and I’ll explain why I’ve arrived at this decision.

In his initial approach to this service Mr D said: *“I obtained an insurance quote via the change of vehicle option and was advised it would only cost a £20 admin fee.”*

Hastings said the screen on the app that provides the quote says: *“The quoting system does state ‘the fee to make this change is £20’ however [it] also states the annual premium change figure below.”*

Mr D didn’t take a screenshot of the price he says he was quoted as he didn’t think there would be a problem.

I can see from Mr D that when he called Hastings to discuss this, it wasn’t able to view the

earlier quote he said he'd had.

I asked Hastings about this. It said its system overwrites each quote, so when Mr D had checked the price it'd removed any ability to see the earlier quote.

Hastings told Mr D it had no ability to change the premium he would be charged.

Mr D has said he thinks that if a good or service is advertised at a price, even if it's wrong, the company should honour that price.

I've thought carefully about this and I've asked for more information from Hastings about its processes.

I've said above that its system means that only the most recent quote is held which I understand is a limitation of it. Unfortunately this means there's no evidence that Mr D was told the cost would only be £20; but also there's no evidence that he wasn't.

I can hear from the conversations he's had with Hastings about the strength of Mr D's feelings about this. I've no doubt that he thinks he was told the cost was only £20. He told his family and the vendor of the car about the £20 cost of the insurance and I sympathise with him about the financial impact of buying the car and paying the extra for the policy.

Taking everything into consideration, I think it's more likely than not that the correct figure was displayed to Mr D when he did the initial quote, but for whatever reason he didn't notice or realise what he was being shown. So on the balance of probabilities I think it's fair I say Hastings did tell him the right price and unfortunately I can't uphold Mr D's complaint.

Mr D has also talked about pursuing this matter further in court. This is his right.

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 D to accept or reject my decision before 18 January 2024.

Richard Sowden
Ombudsman