

## **The complaint**

Miss W is unhappy with the service provided by Hastings Insurance Services Limited trading as Hastings Direct (Hastings) following a claim made under her car insurance policy.

## **What happened**

In November 2022 Miss W contacted Hastings to notify them of an incident involving her car. Miss W was provided with a courtesy car but shortly after receiving it, Miss W had to return it due to faults with the car. This happened again when she was given a replacement courtesy car.

Miss W's car was sent to an approved repairer from Hastings' network to be reviewed. In January 2023, Miss W was told her car would be repairable. Miss W challenged this, and following review by an independent engineer, Miss W's car was declared a total loss.

Miss W was informed of the total loss decision, and the valuation that would be offered for her car. Miss W wasn't happy that Hastings' valuation included pre-existing damage. Hastings considered Miss W's comments, and the valuation was increased by removing the deduction that had been initially applied for pre-existing damage.

Miss W complained to Hastings about the delays on her claim, and the way it had been handled. Hastings agreed the service provided wasn't in line with their usual service standards and awarded £30 in recognition of the upset caused to Miss W. Miss W remained unhappy with the handling of her claim, and so referred her complaint to the Financial Ombudsman Service.

As part of their response to this service, Hastings increased their offer to put things right by £170- making total compensation offered £200. The investigator found that the additional compensation offered by Hastings for what had gone wrong was reasonable, and in line with what we'd recommend.

Miss W rejected these findings saying £200 doesn't fairly reflect the impact on her mental health in dealing with errors caused by Hastings. As the complaint couldn't be resolved it has been passed to me for 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.

I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it has affected what I think is the right outcome.

It's not disputed that Hastings could've handled Miss W's claim better. Miss W has explained how she made several phone calls to Hastings before they agreed to offer her a courtesy car. And even when this was received, there were problems with the car which means Miss

W had to go through the trouble of returning the car, and asking for a replacement. This happened twice. This experience would've left Miss W feeling frustrated.

I'm also persuaded that there were delays on the claim. This meant it was almost a month after the incident date that Miss W's car was reviewed by Hastings' approved repairer. And there was further upset caused to Miss W after being told her car was repairable, only for this to be changed to a total loss decision.

It is evident that Miss W has suffered upset and inconvenience because of what's happened with her claim. When thinking about the impact on Miss W because of the difficulty in getting a courtesy car, and the delays in dealing with her claim, I think the additional £170 offered is fair and in line with what we'd recommend in the circumstances. This amount recognises what went wrong with the handling of Miss W's claim. But also that Miss W did have the benefit of a courtesy car for the duration of her claim. So the impact of the delays were lessened by Miss W still having access to a car for the period that Hastings failed to progress her claim, and when Miss W disputed the decision on her claim.

The total compensation of £200 also recognises the timescale in which Hastings reacted once total loss settlement was offered. This was communicated on 26 January 2023. Miss W challenged the amount offered, and by 3 February a payment was raised for the revised increased amount.

I accept it would've been frustrating for Miss W to contest the initial outcome of her claim. But I think Hastings reacted to Miss W's concerns in reasonable time. Miss W also had the benefit of a courtesy car during the time she was in dispute with Hastings about the valuation offered. Overall I think the compensation offered is broadly in line with what we'd recommend in the circumstances. So I won't be asking Hastings to pay more than the additional £170 offered in settlement of this complaint.

### **Putting things right**

To put things right Hastings Insurance Services Limited must pay Miss W £170.

### **My final decision**

Hastings Insurance Services Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 1 September 2023.

Neeta Karelia  
**Ombudsman**