

## **The complaint**

Mrs K complains about how Hastings Insurance Services Limited administered her motor insurance policy. She's unhappy that she was mis-sold a policy and discriminated against.

## **What happened**

Mrs K wanted to add another car to her existing policy. Hastings gave her a quote for the current year and her renewal, but Mrs K thought this was too high for her new car. Mrs K said she would call back about the renewal for her old car. But she was unhappy when she received notification that an amount for the renewal would be taken from her account. Mrs K wanted to pay by monthly instalments.

Hastings ran a new quote, but it agreed to honour the previous renewal quote. Mrs K then received notification that the first instalment would be higher than she'd expected. Mrs K thought she had been mis-sold the policy, that she'd been discriminated against, that money had been taken from her account without her consent, and that her new car hadn't been covered for a month as arranged.

### *Our Investigator's opinion*

Our Investigator recommended that the complaint should be upheld in part. She didn't have any evidence that Hastings had taken an amount from Mrs K's account without her consent. She thought Hastings had agreed to cover the new car up until the end of the old policy year, not for a month. She thought that Hastings had reasonably notified Mrs K to ask her to arrange the payment for her new policy in one amount, as she had done previously.

She thought Hastings had fully explained the new policy and warned Mrs K to ignore a letter giving a higher monthly instalment than they had discussed as Hastings would honour the previous quote. She thought Hastings had refunded the first instalment after Mrs K cancelled the policy and she thought it didn't owe her anything further. She didn't see any evidence that Hastings had discriminated against Mrs K.

But when Mrs K called about the higher than expected instalments, she thought Hastings hadn't done enough to check what the new instalments would be. And she thought Hastings had incorrectly sent Mrs K a refund she wasn't entitled to, and this had caused avoidable confusion. She thought Hastings should pay Mrs K £100 compensation for the trouble and upset caused.

### *Responses to the opinion*

Hastings agreed to do this. But Mrs K replied that she had been discriminated against because of her disability. She thought Hastings hadn't considered her disability and the effect its communication would have on her. She said she was left confused, and Hastings wasted her time. Mrs K asked for an Ombudsman's review, so her complaint has come to me for 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.

Mrs K said she had been with Hastings for four years. So I can understand that she felt frustrated when she didn't receive the service she expected. I can also understand that she found the information she was given confusing, and this caused her to feel distressed. I was sorry to hear this.

#### *The phone calls*

I've listened to the calls between Mrs K and Hastings. In the first one, she wanted to add a new car to her policy. A sum was agreed, and Mrs K paid this for this car to be insured until the end of her policy year, about two weeks. Mrs K later recalled that she thought Hastings had agreed to insure this car for a month. But I didn't hear this.

Mrs K also wanted a quote for a multi-car policy. She found this to be too expensive with her new car added. So she said she would call Hastings again to renew her policy for her old car.

Hastings then sent Mrs K a letter asking her to arrange payment for her renewal at the price she had been quoted. I can understand that she hadn't said she would go ahead with the renewal. But I can't see that Hastings said it was going to take this amount from her account. It just asked her to arrange the payment, as she had done previously. I think that was fair and reasonable.

Mrs K then discussed paying her premium by instalments. Hastings said this would need a new quote and this came out as more expensive. But Hastings agreed to honour the previous quote. It took Mrs K through the policy details. And it warned her that she would receive a letter giving a higher price, but she should ignore this as the price would be reduced.

Mrs K agreed to this. But I can understand that this was a long call and Mrs K has told us she found this difficult.

Mrs K then received notification of the higher price and she called Hastings to say that she was unhappy with this. This agent then made a mistake and told Mrs K that the price was correct. This was because the previous agent hadn't left sufficient details on file of what had been arranged with Mrs K. I can understand that Mrs K found this confusing and worrying. But I don't think this was a mis-sale, just human error.

I can't see from Hastings' file that it called Mrs K back as agreed to tell her what her correct monthly instalments would be. Mrs K then found cheaper cover elsewhere and she cancelled her policy. Hastings refunded the deposit she had paid.

#### *Administration error*

There was a further error when Hastings incorrectly sent Mrs K a cheque for the difference between the two quotes. Mrs K wasn't owed this money. But I think this caused her further confusion.

Mrs K said she thought Hastings had taken £800 from her account. But she hasn't provided evidence to show this. Mrs K later said that Hastings had provided her with all the required refunds. So I can't say that Hastings took money from her account without her consent.

### *Alleged discrimination*

Mrs K also felt that Hastings had discriminated against her because it hadn't made reasonable adjustments to take into account her disability. But I can't see any evidence that Mrs K explained to Hastings that she had a disability that required adjustments to its communication with her.

Mrs K did inform Hastings four years ago that she had a health condition that required review by the DVLA every three years. And I can see that this is recorded on her statement of insurance. But I can't see that she explained what this condition was or asked for any adjustments to be made. So I can't see evidence that Hastings discriminated against Mrs K by not making reasonable adjustments for her disability.

### *Redress*

Our Investigator recommended that Hastings should pay Mrs K £100 compensation for the trouble and upset caused by unclear information in its emails and calls. I think that's in keeping with our published guidance for the impact these errors had. So I think that's fair and reasonable.

### **Putting things right**

I require Hastings Insurance Services Limited to pay Mrs K £100 compensation for the distress and inconvenience caused by its level of service, as it's already agreed to do.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint in part. I require Hastings Insurance Services Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 18 April 2024.

Phillip Berechree  
**Ombudsman**