

## **The complaint**

Mr A has complained about the service he says he received from Hastings Insurance Services Limited (Hastings).

## **What happened**

Mr A bought a car insurance policy through an administrator Hastings in January 2021.

Hastings said he owed a balance when this policy didn't renew in January 2022.

Hastings provided a letter confirming Mr A had nine years or more No Claims Discount (NCD).

Mr A complained to Hastings. He didn't agree he owed a balance and he was unhappy that Hastings hadn't provided a letter confirm the actual number of years he hadn't made a claim.

In November 2022 Hastings upheld Mr A's complaint for failing to provide a letter Mr A had requested confirming that he hadn't made a claim for 13 years. It attached this confirmation letter to its response to Mr A.

Hastings didn't uphold Mr A's complaint about the balance premium. It said Mr A correctly owed this as he had requested Direct Debit premiums paid under the policy back from his bank under a 'chargeback' facility.

Hastings accepted it hadn't logged Mr A's complaint at the time and apologised for this.

On 1 May 2023 Mr A brought this complaint to this service and it has been dealt with separately in August 2023. Both parties accepted the Investigator's recommendation for Hastings to pay Mr A £100 total compensation for its poor service from January 2022 to November 2022. I am providing this information by way of background, to avoid any confusion – and because the outcome of that complaint was reached after Mr A brought this complaint to us.

After receiving a response on 4 November 2022 to the above complaint, Mr A contacted Hastings in November and December 2022. He remained unhappy about the service he received. He'd asked for call backs and didn't receive them and was unhappy with the way call had been handled.

In April 2023 Hastings responded to Mr A's complaint. My decision is about this complaint.

Hastings apologised for failing to call Mr A back when promised and agreed it had said it would take follow up action which didn't materialise.

Hastings didn't agree an agent had poorly handled a key call. And it didn't agree that Mr A had made a new complaint – as it said the information Mr A was asking for related to the complaint it had closed in November 2022.

As it had been agreed in a call that Hastings would look again at the balance it said Mr A owed of £32.94, but hadn't, Hastings agreed to waive this balance. It sent Mr A a cheque for £30 as compensation for the poor service it provided in December 2022.

On 4 May 2023 Mr A asked us to look at this complaint. He said Hastings hadn't fairly compensated him for the distress and inconvenience caused by its failure to respond to him and its failure to deal with his complaint in a timely way. He said it had taken Hastings a further five months to respond to him. He wanted Hastings to pay him £100 compensation.

Our Investigator explained that we cannot look at complaints handling as it isn't a regulated activity. He thought that the £30 compensation Hastings had paid was fair, but he said he would reconsider if Mr A provided proof of the impact of the delay.

Mr A didn't agree with the Investigator's view but he hasn't provided any new information. So the case has been passed to me to decide.

### **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 appreciate that Mr A explained a relative had passed away during the time he was dealing with Hastings, which I'm sorry to read.

Mr A is unhappy with the length of time Hastings took to respond to his queries in November and December 2022. He says Hastings failed to deal with his complaint for five months.

As the Investigator explained, this service can investigate complaints about regulated activities. Regulated activities are set out by the Financial Conduct Authority. Complaints handling isn't a regulated activity. In any event, Hastings doesn't agree that Mr A raised a new complaint following its response dated 4 November 2022, as his calls were about his dissatisfaction with the response to his original complaint.

I can only consider the regulated activities which Hastings addressed within its final response letter dated 27 April 2023. I cannot make a finding about the previous complaint that Hastings delayed providing a letter confirming the number of years NCD Mr A hadn't claimed because – as explained – this has been dealt with under a separate complaint. But it does seem to overlap in Mr A's communication with this service because he remains unhappy with the response from Hastings dated 4 November 2022. So to avoid confusion, I have referred to it by way of background – and to show that I am aware of the previous complaint. But I am unable to review and make a finding on this for a second time as this service has already dealt with the previous complaint. My decision relates to the service issues Mr A raised with Hastings after 4 November 2022.

Our Investigator asked Mr A to provide any evidence to show how he had been impacted by Hastings' poor service. He wanted to better understand if Advantage's £30 compensation paid on 27 April 2023 was reasonable and proportionate.

In response, Mr A reiterated his complaint, but he hasn't provided anything to show that he was impacted financially by the delay in Advantage's response dated 27 April 2023. So while I understand Mr A was unhappy with Hastings, I think it's payment of £30 compensation for the distress and inconvenience caused for failing to call back when agreed after 4 November 2022 – and its agreement to waive the balance premium Mr A owed - seems fair and reasonable – as set out on 27 April 2023 by Hastings.

### **My final decision**

My final decision is that I think Hastings Insurance Services Limited's compensation payment of £30 and decision to waive the balance Mr A owed on 27 April 2023 is reasonable – and enough to resolve his complaint. If Hastings hasn't already paid it – or Mr A previously

rejected it – Hastings Insurance Services Limited should pay it within 28 days of Mr A accepting my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 January 2024.

Geraldine Newbold  
**Ombudsman**