

The complaint

Mr S complains about the level of service received from Hastings Insurance Services Limited after purchasing a motor insurance policy.

What happened

The details of this complaint are known to all parties, so I won't repeat them here. Instead, I'll summarise my understanding and focus on giving the reasons for my decision.

Mr S purchased a motor policy in 2023 through a comparison site. He made payment but didn't receive policy documents, nor could he access them through the online portal. He contacted Hastings and it was found an incorrect email address was used during the application process. Hastings updated the address and said it could take 24 hours for documents to be accessed on the portal.

Mr S says he made several calls to Hastings because the problem persisted, was promised contact would be made that didn't happen, and was informed the portal issue had been resolved when it wasn't. He says he spent several hours on the phone, and Hastings failed to raise an IT ticket when it said it would, so further contact could be made to assist him. And contact was made using the incorrect email address.

He raised a complaint and Hastings responded in August 2023. It offered Mr S £40 compensation for the customer service issues. And it provided Mr S with instructions to do his end to resolve the portal problem if it persisted, and that it had now been resolved. Mr S said this was the key problem – that Hastings would say the problem was resolved, but it wasn't.

Mr S also told Hastings he didn't think £40 compensation was fair given the level of distress and inconvenience caused. He says it was frustrating having to keep calling Hastings and its handling of matters was poor. He says he has health problems, and the way things were handled exacerbated these. As he remained unhappy, he approached our Service.

The Investigator recommended the complaint be upheld. He accepted the initial problems Mr S faced weren't caused by Hastings, but once the problem had been established, it ought to have provided Mr S with a higher level of customer service. So, he recommended Hastings paid £100 compensation in total.

Mr S accepted this and said the portal problem remained in late 2023. Hastings accepted there were some failings, and a resolution to the problem wasn't a straightforward one.

The portal problem was resolved after the Investigator's view later, in 2023. And Hastings say it provided Mr S with the same instructions that resolved the issue then, as it did in August 2023. It says the problem likely persisted due to a user error.

It offered to increase the compensation from £40 to £50. It says it didn't cause the initial problem to occur and felt £50 was a more reasonable amount. The Investigator, however, maintained £100 was fair, so the case was 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 acknowledge the problems Mr S faced occurred as a result of an incorrect email address being inputted during the application process. Hastings were not involved in that process. A letter was missed which meant the email address pulled from the comparison site was incorrect.

But it's my opinion that once the source of the problem was established, Hastings had several opportunities to resolve it while providing Mr S with a good level of customer service.

That didn't happen. Mr S says he was promised contact would be made with him, but that didn't happen either when expected, or at all. And an agent told Mr S a ticket would be logged with the technical department for someone to get in touch to assist him, but that didn't happen either. And Mr S was informed by Hastings the problem had been resolved – even up to its August 2023 final response letter, but the problem persisted for their customer. So, I think it ought to have provided Mr S with a better level of customer service here.

Hastings say the resolution to the problem wasn't straightforward. It provided Mr S with instructions in August 2023 that it said only the policyholder could do. And it says it took this same approach in late 2023 when the problem was finally resolved. And so, the problem persisted likely due to a user error.

I appreciate that. But it also said it later attempted to change Mr S's email address to the correct one on 'all policy levels' and this raised a new problem. This change resulted in an additional premium being generated. And it needed to tell Mr S he wouldn't be required to pay this. So, while the instructions provided to Mr S appeared similar, it seems the portal problem was finally resolved when Hastings tried something different when attempting to change the email address on all policy levels.

In any case, I don't find Hastings were responsible for causing the initial problem that led to the complaint. It was responsible for assisting Mr S with resolving it while providing him with a good level of customer service. And I think it's fair to say it let Mr S down at times, and Mr S experienced some frustration and inconvenience as a result.

So, all things considered – I find £100 compensation to be fair, reasonable, and proportionate here to recognise the service issues Mr S faced and the impact on him. So, it follows, I'll be directing Hastings to pay him this amount in total to resolve the complaint.

To be clear, my award isn't to recognise that there was a problem here. All parties accept Hastings didn't cause the initial portal problem. Rather, it's recognising the level of service provided to Mr S by Hastings once the problem had been established in the period that followed.

Putting things right

Hastings must now pay £100 compensation in total to Mr S to recognise the distress and inconvenience caused to him. If it's paid Mr S the original £40 compensation payment, it should only pay him a further £60 to settle the complaint.

My final decision

I've decided to uphold this complaint. Hastings Insurance Services Limited must now settle

this complaint in line with my instructions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 March 2024.

Liam Hickey
Ombudsman