

The complaint

Mr Q complains about the level of service provided by Hastings Insurance Services Limited during the renewal period of a buildings insurance policy.

What happened

Mr Q incepted a buildings insurance policy in 2022, arranged by Hastings. It was set up to automatically renew, but Mr Q opted out of this function.

Renewal information was sent to Mr Q by Hastings in 2023 inviting him to phone it to renew.

Mr Q says he phoned Hastings in December 2023, but he was held on the phone for an unreasonable time and didn't manage to speak to anyone who could help him. So, he sent a cheque by post for the premium amount to confirm his acceptance of the renewal.

In January 2024, Mr Q noticed the cheque hadn't been cashed. He was concerned he would be left uninsured – through no fault of his own – because he'd been unable to contact Hastings. He says stormy weather was present during this time and he wouldn't have been covered if anything happened.

He says he completed an online complaint form, but as he received no contact, he decided to take an insurance policy out with another provider.

Hastings responded to the complaint in January 2024. It apologised for the long call times and said it takes 7-10 working days for post to be processed generally. Mr Q says he asked for the cheque back but still hasn't received this. As he remained unhappy, he asked our Service for an impartial review.

The Investigator didn't recommend the complaint be upheld. While he acknowledged the frustration this matter caused Mr Q; he didn't think Hastings needed to take any action.

Mr Q said he opted out of the automatic renewal process because he doesn't trust insurers. He also said it's for a business to ensure customers can contact it (and not for a customer to keep chasing it) – and Hastings failed here. And it had inadequate staff resources, so it should be criticised for this.

As a resolution couldn't be reached, 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.

Having done so, I've decided not to uphold the complaint. I'll explain why.

Hastings sent Mr Q renewal information a few weeks prior to the policy expiry date. This set out Mr Q was required to call it as he'd opted out of the automatic renewal process.

Mr Q decided to opt out of this process for reasons I've mentioned above. I think it's helpful I say the automatic renewal process is intended to, amongst other things, mitigate the requirement for a policyholder to have to do something to ensure they have cover in place for the following year.

Further, a policyholder has a period of roughly a few weeks – whether they opt out of the automatic process or not – to *shop around* for competitive quotes.

In any case, Mr Q says he phoned Hastings on 27 December 2023 – a period where staff levels can be limited due to the time of year. He says he waited on the phone for some time, but the call didn't connect to anyone who could help him with the renewal. I acknowledge this would have been frustrating.

Hastings also say its call records do not show Mr Q's phone number connected to an agent during the renewal window. So, I think this supports Mr Q's testimony that he wasn't able to speak to someone.

I think it's reasonable for a policyholder to expect a smooth journey when needing to contact a business to accept a renewal invitation. That didn't happen here, and so I acknowledge why Mr Q was unhappy with how things went.

That being said, to give some balance to this dispute, Hastings apologised to Mr Q for the long call times he experienced. I'm satisfied this was appropriate and reasonable here.

Mr Q then sent a cheque to Hastings by first class post to accept the renewal invitation. The policy doesn't set out Hastings would accept a cheque by post from a policyholder as payment for the policy renewal.

In any case, this wasn't processed, and Mr Q was concerned because the policy was due to lapse which would have left him uninsured. He decided to take out cover with a different provider to mitigate the risk of being left uninsured. Therefore, Mr Q hasn't suffered a loss here.

I say this because Hastings hasn't taken payment for the policy that lapsed. Nor did Mr Q have a period without insurance where he needed to make a claim.

Mr Q says Hastings had inadequate staff resources and should be criticised for this. It's important to note my role isn't to require a respondent business reviews or changes how it decides to utilise its resources. Rather, it's to consider individual complaints and decide whether something's gone wrong and, if so, whether a respondent business needs to put things right.

And in this case, while I acknowledge Mr Q would have been frustrated with the way in which the renewal process went, Hastings apologised for the call times he experienced which resulted in him sending a cheque and later moving to another insurance provider.

All things considered – I find an apology is appropriate here. I'm not satisfied compensation is due, nor has Mr Q suffered a loss as a result of Hastings' handling of the renewal process. Therefore, it follows, I don't require Hastings to take any further action here.

I accept my decision will come as a disappointment to Mr Q. But it ends what we – in attempting to informally resolve his dispute with Hastings – can do for him in this complaint.

My final decision

For the reasons I've mentioned above, I've decided not to uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 10 May 2024.

Liam Hickey
Ombudsman