

The complaint

Mr D complains that Hastings Insurance Services Limited (“Hastings”) mishandled his motor insurance policy.

What happened

In 2022, Mr D got a new car.

For the year from late January 2024, Mr D had an insurance policy to cover his car through Hastings (an insurance intermediary or broker).

Mr D complained to Hastings that its documents mis-stated his correspondence address (by repeating the name of the city and county where he lives).

By a final response dated 29 February 2024, Hastings upheld the complaint. It said it would investigate further and it was sending Mr D £20.00.

In June 2024, Mr D got another new car. On about 15 June 2024, Mr D went online expecting to change the vehicle on the policy. He ended up making a telephone call, complaining to Hastings that its app hadn’t recognised his car registration number, so he’d had to make the call. Hastings said it would charge a £20.00 fee for changing the details, but later waived it.

By a final response dated 17 June 2024, Hastings apologised to Mr D.

Mr D contacted Hastings again. Mr D brought his complaint to us on 19 June 2024.

Our investigator didn’t recommend that the complaint should be upheld. She thought that Hastings’ terms of business and fees breakdown confirmed there was a £20.00 fee for any policy change regardless of how it was made. Hastings had waived this fee, so Mr D was in a better position than if he’d been able to make the policy change online.

Mr D disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The Hastings app wouldn't let him input the new vehicle.
- It was down to him to call up and get a Hasting agent to input the changes.
- The agent didn't correctly input the fuel type of his new car.
- He had to call up again and again. Hastings waived the £20.00 admin fee, then tried to bully him into paying it.
- He had to raise a complaint and get Hastings to listen to the calls to get this sorted.

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 noted the following question in our standard complaint form and the following answer from Mr D:

"Why do you disagree with how the business has handled your complaint so far, and how would you like them to put things right for you?"

"Just because I am online policy holder trying to save money should not restrict me to edit my policy and let me input my own vehicle of the new car"

So I don't consider that Mr D was pursuing his complaint about his address that Hastings answered in its final response dated 29 February 2024.

From its terms of business, I find that Hastings was entitled to charge a £20.00 fee for making changes whether the policyholder made the changes online or by telephone.

I accept that Mr D had an online policy and he expected to be able to make changes online. So he was frustrated when he couldn't do so and had to ring Hastings.

Hastings recorded the calls and made the recordings available to us. That included not only the calls on 14 and 17 June 2024 but also (after the final response) calls on 19 and 21 June 2024.

I accept that Hastings applied a £20.00 fee, but it later waived it. Unfortunately, Hastings incorrectly recorded some of the details of Mr D's new car.

Mr D had to call Hastings again. I accept that Hastings again mentioned a £20.00 fee. I accept that Mr D felt that Hastings had tried to bully him into paying.

I've thought about the shortcomings in Hastings' service and their impact on Mr D. I accept that he was irritated.

In my view, Mr D was right to complain. However, I consider that Hastings was entitled to charge the £20.00 fee (once) and in the end didn't charge it. So I give Hastings credit for that. Hastings also responded promptly to the complaint, including an apology. Moreover, Hastings resolved the issue of the change of vehicle details.

Overall, I conclude that Hastings caused Mr D distress and inconvenience at a level that – in line with our published guidelines - called for an apology rather than financial compensation. So, as Hastings apologised in its final response, I don't find it fair and reasonable to direct it to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't direct Hastings Insurance Services Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 27 November 2024.

Christopher Gilbert

Ombudsman