

The complaint

Mr P complains about the level of service provided by Hastings Insurance Services Limited in administering his motor insurance policy.

What happened

Following a claim on his policy, Mr P said he made a subject access request (SAR) to his policy's administrator, Hastings. But he was unhappy with the delays in providing his requested information. Mr P also complained that he hadn't received his policy information and, if he had, then he wouldn't have bought the policy as it didn't meet his needs.

Our Investigator didn't recommend that the complaint should be upheld. He thought Hastings had responded to Mr P's SAR within the required time and in keeping with its responsibilities. And he thought Hastings had provided Mr P with access to his policy documents in keeping with his stated preference.

Mr P replied that Hastings hadn't provided him with his requested transcripts of calls. He said he wanted compensation of £50 for each email he had sent in his repeated requests. He said he hadn't received his policy documents and this breached distance selling rules.

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.

Mr P has explained that he had previously been provided with his policy documents on paper. So I can understand that he feels frustrated that Hastings didn't provide them in this format when he took out his policy. I can also understand that Mr P feels frustrated that it took some time for Hastings to respond to his SAR and that it didn't transcribe his calls with it.

I've looked at Hastings' records and I can see that Mr P's stated preference for contact is by email. When he took out his policy, Hastings sent him an email with his Welcome Pack and also provided access to this on its online portal. Hastings sent the policy renewal to Mr P by the same methods. The email address was the same as Mr P has used to communicate with us. And Mr P evidently accessed the portal as he changed his password.

Hastings isn't required to provide a paper copy of the policy documents unless this is later requested. And Hastings had provided Mr P with his policy documents in a durable medium as required by the distance marketing regulations that apply to financial services.

So I'm satisfied Hastings provided access to the policy documents in keeping with Mr P's stated preferences. I think it was for Mr P to then check that the policy met his needs. And I can see that the Insurance Product Information Document (IPID), which provides a quick summary, doesn't state that Mr P is covered for personal injury claims. And the policy summary states, under What is Covered, the limits of personal accident cover:

“Personal accident cover, for you, your spouse or partner, up to £5,000 for death or permanent loss of sight or limb (above the ankle or wrist). This benefit’s not available for people over the age of 75. Other exclusions also apply.”

So I can’t say that Hastings didn’t provide Mr P with sufficient information to decide if the policy met his needs.

I’ve looked at Mr P’s requests for information about him held by Hastings. And I’m satisfied that Hastings responded to Mr P’s requests within the required timescales. After Mr P responded to its queries, Hastings then provided Mr P with the requested information by link and post. Mr P wanted Hastings to send his information to us. But Hastings isn’t required to do this unless we have requested this information. And so I can’t say Hastings did anything wrong in not complying with his request.

I can see that Hastings provided Mr P with copies of his calls. Mr P wanted it to transcribe his calls, but I’m satisfied that Hastings has no obligation to do this as this would be creating new information in response to the SAR.

So I’m satisfied that Hastings responded to Mr P’s requests fairly and reasonably. The Investigator has already advised Mr P that any further concerns about his requests for data should be directed to the Information Commissioner’s Office.

My final decision

For the reasons given above, my final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr P to accept or reject my decision before 7 April 2025.

Phillip Berechree
Ombudsman