

The complaint

Mr and Miss K complain that Hastings Insurance Services Limited (trading as Hastings Direct) threatened to cancel their motor insurance.

Miss K is the policyholder; Mr K is a named driver on his daughter's policy. For simplicity, and because most of the information about the complaint has been provided by Mr K, I'll refer mainly to Mr K from here onward.

What happened

Mr K took out a Hastings motor insurance policy for his daughter on 6 September 2024 through a price comparison website. The type of policy he bought offers a discounted premium in exchange for the driver sharing their driving data with Hastings through a tab (a wireless device placed in the car) and app.

Mr K says, in summary:

- Hastings sent numerous emails and texts threatening to cancel the policy if he didn't install the tab and app.
- He was attending a funeral on 13 September when he received one of these emails so couldn't respond or take action immediately.
- Hastings' correspondence was threatening and aggressive.
- Hastings didn't deal with the matter sympathetically.

Hastings explained that:

- Its letters "*need to be clear about what might happen*" and are written in a "*straightforward*" style.
- It didn't mean its letters to sound aggressive but apologised if that's how they came across.
- The information given to him during his phone calls with Hastings was correct.
- It apologised if Mr K "*felt there was a lack of empathy for your situation.*"

Mr K didn't agree and brought his complaint to this service.

Our investigator didn't recommend that the complaint should be upheld because she didn't think Hastings had done anything wrong. She found that Hastings sent standard reminders to Miss K to pair the tab and app. She was satisfied that these emails were correctly sent and thought Hastings' agents had explained the situation well.

Mr K didn't accept this, so the complaint was passed to me to make a final decision.

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 K took out the policy on 6 September. It's a requirement of the policy that Miss K shares her driving data. For example, page 64 of the booklet says: *"You will need to attach your tab to the inside of your car's windscreen or dashboard and pair it with the app within 13 days of your policy's start date, or your YouDrive policy won't work and it may be cancelled."*

The Welcome email – sent the same day and addressed to Miss K – explained that Hastings had sent her the tab device and reminded her to pair it with the app or the policy would be cancelled. A follow-up letter on 9 September reminded her to pair the app and tab. A third email on 13 September had the subject line: *'Please set up your Hastings Direct app and tab'*. It said:

"We've noticed you haven't downloaded the app and paired it to your tab yet. You need to do this now, as this is how you share your driving data.... If you don't set up your app and tab before 20th September 2024, your policy will be cancelled. Your tab (a small wireless device) has been sent to you in the post. If you haven't received it, please let us know."

I recognise that Mr K thought the series of emails were threatening and aggressive. Personally, I don't read them the same way – I read them as standard reminders to fulfil the policy terms – but I understand that different people can read the same document differently.

I'm also aware that Mr K was attending a funeral when he received the 13 September email. I appreciate this would have been an emotional and upsetting time. It would be understandable if he reacted more strongly to the email than he might otherwise have done.

Mr K told us: *"My understanding was that if I did not download or pair the app then my policy would be put on hold and the vehicle would not be covered by insurance – so I had NO choice but to try and sort things out just in case the vehicle was stolen whilst we are away."* I think the email is clear that the policy wouldn't be cancelled before 20 September, so there wasn't an immediate threat of him being uninsured. And, while I appreciate Mr K wasn't sure when he'd return home to be able to deal with this, the email invited him to contact Hastings, which he did.

I've listened to his calls with Hastings. I don't agree with him that its agents were unsympathetic. I think they tried to explain how the policy worked. The second agent on 13 September told him: *"It is part of the terms and conditions that you need to provide us with driving data, you need to set up the tab and everything. But as long as you get in contact with us and keep us updated with what's happening we can keep the system updated."* In other words, there was no immediate need for him to set up the tab and app. I think this was a fair and sympathetic response.

Mr K is also unhappy Hastings asked for information which he'd already provided. During the 23 September call, Hastings' agent explained that he needed to confirm some of the information entered on the comparison website. For example, he asked Mr K for his and his daughter's driving licence numbers. Mr K refused to provide this because, in his opinion, *"it's not relevant."* I understand that Mr K was concerned about sharing personal information, but I don't agree with him that this was an unreasonable request. Insurance companies must validate the identity of the drivers they insure. It's up to them how they do this. Hastings' agent told Mr K he needed the driving licence number so it could check it with the DVLA. I think this was a reasonable explanation. Mr K refused to provide this, became angry, and hung up.

Miss K received further emails on 22 November and 6 December. This was because

Hastings hadn't been able to collect data from her car. There was a simple explanation – Miss K had been unwell so hadn't been driving. However, there's no way Hastings could have known this. Given it's a condition of the policy that Miss K shares her driving data, I don't think it was unreasonable for Hastings to contact her. Its 22 November email said it was "*checking in to make sure everything is set up right*" and explained the tab/app set up process again. I don't think this email was aggressive.

Mr K replied to each email he received. However, he replied to an unmonitored ('no reply') addresses so his emails weren't picked up. He later emailed Hastings' policy validation team and received an automatic acknowledgement. I'm satisfied that all of Hastings' emails to Mr and Miss K included a clear hyperlink to the Hastings website 'contact' page. I don't think I can reasonably hold Hastings responsible for Mr K replying to an unmonitored email address.

I've looked at everything Mr K was sent and I've listened to his calls. Having done so, I think Hastings acted fairly and reasonably. It follows that I don't uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Miss K to accept or reject my decision before 27 June 2025.

Simon Begley
Ombudsman