

The complaint

Mr C and Mrs W complain about Hastings Insurance Services Limited's ("Hastings") refusal to delete their personal data after they tried to obtain a quote for a car insurance policy.

Mrs W has acted as the main representative during the complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mr C or Mrs W as "Mrs W" throughout the decision.

What happened

Mrs W tried to obtain a quote for car insurance online through Hastings. Mrs W says the insurer wasn't able to provide a quote and Hastings weren't able to give the reasons why. Mrs W then asked Hastings to delete her personal data but, after originally completing a form for her, they then explained they couldn't and asked Mrs W to provide any extenuating circumstances. Mrs W says she provided reasons, but Hastings didn't believe this amounted to extenuating circumstances. So, Mrs W complained about Hastings' refusal to delete her personal data.

Hastings responded and explained their Privacy Notice explains that if a customer provides information for a quote, whether directly or through a price comparison website, they keep the details for six years. They said, this is to help them manage complaints, prevent fraud, improve pricing, and meet their legal obligations. Hastings said, even though they didn't provide a price for Mrs W, by completing the online quote search, Mrs W agreed to their terms and conditions. Hastings said their Privacy Notice is available on their website for customers to review before obtaining a quote. They said, as Mrs W hadn't provided any extenuating circumstances, they weren't able to delete Mrs W's personal data. They said the agent was correct in completing the form and raising a General Data Protection Regulation ("GDPR") request to see if Mrs W's data could be erased.

Our investigator looked into things for Mrs W. He thought Hastings hadn't acted unfairly in processing Mrs W's request to delete her personal data. Mrs W disagreed so the matter has come to me for a 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.

Having done so, I've decided not to uphold the complaint. I understand Mrs W will be disappointed by this but I'll explain why I have made this decision.

The Privacy Notice, which is available on Hastings' website says, under a heading 'How long we keep your personal information for', "*We keep personal information for as long as is reasonably required to allow us to manage complaints, prevent fraud, to improve pricing, for analytical purposes and also to meet our legal, regulatory, tax and accounting obligations.*" Then, under a sub-heading 'Quote', it says, "*If you provide information for the purposes of getting a quote from us, either directly or through a price comparison website, we'll keep*

your details for six years. This includes quotes that are abandoned, incomplete or unfinished...

Under a separate section of the Privacy Notice it does set out a customer's data protection rights, and this includes the 'Right to Erasure'. But this is followed by a statement which says, "*There may be some circumstances where we cannot comply with your request. For example, we wouldn't be able to agree to your request if it meant we couldn't comply with our own legal or regulatory requirement.*" In view of this, I don't think it's unreasonable for Hastings to decline to delete Mrs W's personal data. The Privacy Notice makes it clear what the reasons are for Hastings retaining their customers personal data, and this includes to meet their legal and regulatory obligations. And the Privacy Notice also made it clear this would apply in circumstances where a customer is obtaining a quote. That was the case here, so I can't say Hastings have acted unfairly.

I think it's important to mention the Information Commissioners Office's website sets out obligations relating to the 'Right to Erasure' and this says, under a section headed 'When does the right to erasure not apply?' and says, "*The right to erasure does not apply if processing is necessary for one of the following reasons...to comply with a legal obligation...for the performance of a task carried out in the public interest or in the exercise of official authority...*" Given these reasons are included in Hastings' explanation for why they're unable to delete Mrs W's data, I'm further persuaded they haven't acted unfairly.

I acknowledge Mrs W says Hastings didn't provide her with the reason why the insurer declined to provide a quote. During an online chat between Mrs W and an agent, the agent explained they couldn't provide Mrs W with a reason for the decision to decline to offer a quote and that all insurers have their own criteria that customers have to fall within in order to get a quote. What the agent has said here is correct. Insurers have an underwriting criteria which defines their risk appetite and ultimately determines who they will, and won't, offer a policy. This information is commercially sensitive, so insurers won't generally disclose this information to customers – and that includes what part of their underwriting criteria has led to them declining to offer a quote. The agent also explained insurers won't tell them the reasons for declining a quote – and again, I agree with what the agent has said here as insurers won't always inform a broker about their reasons for declining a quote. I think it's important to make the point, even if the insurer had shared their reasons with Hastings, it wouldn't be unreasonable for Hastings not to disclose this to a customer.

Mrs W has also raised a point about a form being completed by the online agent and also being asked to complete a form which she says wasn't necessary. During the online chat, when asked by Mrs W for her personal data to be deleted, the agent confirmed they'd completed a GDPR form to request Mrs W's details to be deleted. I acknowledge Mrs W says this implied it wouldn't be an issue, but I can't see the agent gave any guarantee. The agent explained this form was in the format of a request for Mrs W's details to be deleted. The information shows this request was considered and declined. Mrs W says she then received an email saying she needed to complete a form and would need to set out extenuating circumstances in order for her details to be deleted. Mrs W says, on considering this further, she noted the form wasn't necessary. The form Mrs W is referring to here appears to be a 'Right to Erasure' form. It does say, at the top of the form, "*You do not need to complete this form, however, by completing it, you will help us locate your data more quickly.*" So, I don't think it was unreasonable for Hastings to send a form which would allow them to process Mrs W's request quicker.

I can see Mrs W also says Hastings weren't able to explain what 'extenuating circumstances' actually are. I can see Hastings did ask Mrs W for reasons why she wanted her personal data to be deleted and then explained the reasons Mrs W had provided didn't amount to extenuating circumstances. So, it's clear Hastings did consider Mrs W's request to determine

whether it amounted to extenuating circumstances, but I don't think it's reasonable to expect them to have provided the type of reasons they would consider to be extenuating. I think it's right that Hastings considered Mrs W's request in line with their process, so I can't say they've acted unreasonably here.

I acknowledge Mrs W says in this case she received no offer of insurance, no reason was given and there was no chance of Hastings arranging cover with this particular insurer, so she questions why they needed to retain her details. I can see Mrs W says factors such as fraud prevention and future claims don't apply to her. I do understand the points made by Mrs W, but as I've said, Hastings have explained they retain data to comply with their legal and regulatory obligations. So, even though no quote was provided, it doesn't mean Hastings, on that basis alone, should deviate away from the terms set out in the Privacy Notice.

I note Mrs W has concerns about Hastings' complaints handling – she says they didn't want to take her complaint. Complaint handling isn't a regulated or other covered activity. So as a general rule, and in line with the law, if the complaint is solely about complaint handling, we wouldn't be able to look into things. Where complaint handling forms a part of a customer's complaint, then we can take into account complaint handling when looking at the overall customer experience. In this case, I can't say the issues which Mrs W raises about the complaints handling are an extension of the issues which relate to regulated activities, so I can't look into the complaint handling part of the complaint.

I wish to reassure Mrs W I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs W to accept or reject my decision before 11 November 2025.

Paviter Dhaddy
Ombudsman