

The complaint

Mr O and Mrs O have complained that Hastings Insurance Services Limited (Hastings) mis-sold them a home insurance policy.

As Mr O mainly seemed to deal with the claim and complaint, for ease, I will normally only refer to him.

What happened

Mr O took out a home insurance policy through Hastings, which included home emergency cover. He later tried to make a claim for storm damage under the home emergency part of the policy and was told it only covered temporary repairs. Mr O complained to Hastings. He said he had been mis-sold the policy. He said Hastings had described the policy, including during a phone call, as providing permanent repairs.

When Hastings replied to the complaint, it didn't uphold it. It said it had listened to the phone calls and the home emergency cover wasn't discussed. It had also checked the policy documents and didn't find anything misleading. When Mr O took out the policy online, he had also ticked to say he had read the terms and conditions.

Mr O complained to this Service. Our Investigator didn't uphold the complaint. He said the home emergency cover wasn't discussed during phone calls between Hastings and Mr O. The policy documents also explained the home emergency policy only provided temporary repairs. The policy documents were available through the online portal, which Mr O had setup. He said there wasn't evidence to show Hastings had done anything wrong when it sold the policy.

As Mr O didn't agree, the complaint was referred to me.

I issued my provisional decision on 2 September 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

When taking out an insurance policy, customers should be given information that's clear, fair and not misleading. I've considered the information provided to Mr O, including the policy documents, when he took out the policy.

Mr O has said he was mis-sold a policy by Hastings. He has said he was given incorrect information when he spoke to Hastings and that the material that described the policy was also misleading.

Mr O found the policy online through a price comparison website. Hastings provided this Service with a screenshot of how that website described what the home emergency part of the policy covered. This said it provided immediate help to resolve an emergency situation as a result of a home being unsafe or insecure and there being a risk of further damage to the property. It said there was a £500 limit for claims and that it covered "roof damage caused by a storm".

Hastings also provided a screenshot of the home emergency Insurer Product Information Document (IPID) it said was available on the price comparison website. This said the policy included "Temporary repair of your roof as the result of a fallen tree or storms or storm damage".

I've compared this to the IPID Mr O received by post. From what I can see, this was a different document. The IPID received by post explained the cover under the home insurance policy and included a brief summary of the home emergency cover. This IPID said: "Up to £500 to help in the event of certain home emergencies, such as: ... Damage to roofs". So, I note the IPID Mr O received didn't say the policy only provided temporary repairs.

When Mr O initially took out the policy, he phoned Hastings to complete the purchase. I've listened to that phone call. During the call, Mr O asked a question about the contents cover, but didn't raise anything about the home emergency policy. So, I don't think the call handler provided misleading information about the home emergency cover. At the end of the phone call, Mr O asked to be sent the policy documents by post. The call handler confirmed this would be arranged.

I also listened to the phone call when Mr O paid to renew the policy. I didn't hear any discussion about the home emergency part of the policy. At the end of the call, Mr O asked that the documents were sent out by post and not online. The call handler said that was no problem. She said the new policy documents would be available online within 24 hours. She said Mr O should read them carefully including the excess and terms and conditions. But, she said he would still receive posted documents. Mr O said he preferred the documents to be sent out because he had problems with his internet connection.

Both when Mr O first took out the policy and at renewal, he received the policy documents by post. However, Hastings has told this Service that when it sends policy documents by post, it doesn't include the policy terms and conditions booklet. This was because of the size of the terms and conditions. It also told this Service that Mr O had setup his online account. I asked Hastings whether there was anything to show Mr O had accessed his online account after it was set-up. Hastings said it was unable to provide this information.

I've looked at the policy documents sent to Mr O. For the initial policy, the first page of the cover letter said "Here's what's included in your pack – please read these details carefully, and if they aren't right tell us straightaway". It then listed what was included, under various headings. Under the heading "Your Policy Documents – keep these safe", it said these were the schedule of insurance, the home policy document (the terms and conditions and the insurer's policy wording) and the IPID. So, I think this indicated that what Mr O had been sent included the terms and conditions. However, this wasn't correct because Hastings hadn't sent it.

I'm aware the letter and the IPID also included various references to checking the "home policy document", or similar wording, for further details. But, I also think the letter gave the impression that is what had been sent in the post and this was what needed to be read in full. I've also read the renewal documents and this had similar references.

In the initial policy documents and the renewal documents, for the home emergency cover it said:

"All damage must be sudden and unexpected, and claims for properties that have been unoccupied for more than 30 consecutive days aren't covered. There's no cover for general maintenance or domestic appliances such as dishwashers and washing machines. Other limitations apply (see your policy documents)."

So, this didn't explain that the home emergency cover only provided temporary repairs.

Hastings has told this Service it thinks the terms and conditions were clear that the policy only provided temporary repairs. Looking at the full policy terms and conditions, I could see various references to the home emergency cover only providing a temporary repair. This included for roofing claims, which said it covered:

"A sudden or unforeseen home emergency relating to your roof caused by storm conditions or fallen trees and branches. We will make a temporary repair using a tarpaulin or similar material to resolve the immediate home emergency."

It also explained what wasn't covered, which included:

"Any loss or damage relating to a permanent repair that is, or should be, more specifically insured as part of any other insurance policy."

However, I think the issue is that Mr O wasn't sent the terms and conditions. When he asked for the policy documents to be sent by post, he wasn't told this wouldn't include the terms and conditions booklet or that he could only access this online. Looking at the documents he received by post, these didn't say these didn't include the terms and conditions booklet. The initial letter gave the impression the terms and conditions were included and had references to reading the full "policy documents" and "policy documentation". This was what Mr O had asked to be sent to him. So, I'm not currently persuaded Mr O had reason to think he needed to go online to locate further policy documents. The policy documents Mr O received didn't say the home emergency cover for roofs only provided temporary repairs.

When Mr O spoke to Hastings to renew the policy, he said he wanted the documents by post because of issues with his internet connection. Mr O has also told this Service he has a medical condition that means he can't read documents in detail online. So, he also wanted the policy documents by post so that he could read them in more detail in paper form. I'm aware Hastings didn't know about the medical condition. However, I don't think Mr O had any reason to think he needed to provide it with this information. Mr O asked for the policy documents to be sent to him and Hastings sent them. I don't think it was clear from the documents Mr O received that he also needed to go online or to contact Hastings to request the policy terms and conditions by post. Without the full policy terms and conditions, I don't think it was clear that the home emergency cover only provided temporary repairs. The first time Mr O became aware of this was when he tried to make a claim.

Mr O has said that had he known the policy only provided temporary repairs, he wouldn't have bought the policy. I've no reason to doubt this. I also think it varies whether home emergency cover includes permanent repairs. So, I think Mr O could have found a policy that provided permanent repairs. Based on what I've currently seen, I think Hastings mis-sold Mr O the policy. I'm aware Hastings didn't want automatically to send a large document to people who requested documents by post. But this meant it deliberately didn't provide Mr O with the full policy documents by post, despite him requesting they be sent to him. It didn't tell him on the phone or in the documents that had been sent that the terms and conditions weren't sent by post.

So, I currently intend to say that Hastings should pay the cost of the repair to the roof up to the £500 policy limit. From what I can see, Mr O has only provided Hastings with a quote for the work. So, he will need to provide Hastings with a copy of the invoice he paid. I also think Mr O was caused inconvenience by what happened. I think he would have had the shock of finding out that he didn't have the cover he thought he had. He then had the inconvenience

of having to arrange the repair himself. So, I also intend to say Hastings should pay Mr O £100 compensation to reflect the impact on him.

I asked both parties to send me any more information or evidence they wanted me to look at by 16 September 2025. Both parties replied before that date.

Mr O and Mrs O agreed with my decision. Hastings agreed to pay the compensation but said:

- It was concerned that my provisional decision said it should cover up to £500 of the roof repair invoice. The cover was for temporary repairs and when Mr O contacted the insurer he rejected use of that service.
- It said that before I issue my final decision, Mr O needed to provide the invoice for the works carried out. It would be happy to review what work had been carried out and see if this was in line with what would have been covered if Mr O had used the home emergency cover.

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 uphold this complaint and for the reasons given in my provisional decision. As part of that, I've thought about Hastings' comments, but this doesn't change my view on what is a fair outcome to this complaint.

When I made my provisional decision, I was aware Mr O and had spoken to the insurer and hadn't gone ahead with the claim. It's my understanding that this was because he was told it would only be a temporary repair, which was what the policy covered. This seemed to be the first time Mr O was aware of this and what led to the complaint to Hastings.

The issue is that Mr O was under the impression the policy provided permanent repairs, which was the cover he wanted when he bought the policy. I don't think the policy documents Mr O received by post made it clear the policy only covered temporary repairs. I also think Mr O wouldn't have taken out the policy had he known it only covered temporary repairs. He would, instead, have taken out a policy that provided permanent repairs. So, Mr O would have had cover for a permanent repair had the terms of the policy sent to him by Hastings made clear it didn't do provide that cover. As a result, I think it's reasonable for Hastings to pay for the repair, up to the £500 limit, including if it was a permanent repair. From what I can see, Mr O missed out on having cover for a permanent repair because of Hastings' actions.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Hastings Insurance Services Limited to pay Mr O and Mrs O:

- the cost of the repair to the roof up to the £500 claim limit. This is subject to Mr O and Mrs O providing the invoice for the work carried out.
- £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O and Mr O to accept or reject my decision before 13 October 2025.

Louise O'Sullivan
Ombudsman