

The complaint

Mr J complains that Hastings Financial Services (Hastings) gave misleading information about no-claims discount entitlement when he purchased a motor insurance policy.

What happened

Mr J arranged a motor insurance policy in March 2025 with Hastings, which was underwritten by an insurer, A. He told Hastings he had four years no-claims discount (NCD). In June 2025, A contacted Mr J to ask for proof of his NCD. Mr J sent a letter from another insurer confirming he'd made no claims since 2021. After receiving this, A wrote to Mr J to say that as his previous insurance had been as part of a fleet policy, he hadn't accrued the NCD he'd declared. It had recalculated the premium, and asked for an additional payment to cover the increase.

Mr J didn't accept the increased premium, as he believed it was too much, and so cancelled the policy. He also complained to Hastings. He said the wording of the question it asked about NCD was unclear, and as he'd previously been using a company car he thought he'd answered the question correctly. He separately complained to A about the length of time it had taken to request the proof of NCD.

When Hastings rejected his complaint, he referred it to our service. Our investigator thought Hastings had acted reasonably. Mr J disagreed and asked for an ombudsman's 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.

My decision here is about the sales process, and whether the question asked by Hastings was unclear or ambiguous. Mr J's complaint about the length of time taken to request proof of NCD is separate and properly directed to A, so I won't consider that in this decision.

When Mr J took out the policy, the relevant question asked "How many years no claims discount do you have?" Guidance below this question said "Your no claims discount (NCD) years have to be earned in the last two years and in a private car (rather than a commercial vehicle, van or bike). Remember you can only use an NCD on one policy at a time but if you've been insured on more than one vehicle, you may have more than one NCD. If you're not sure how many years NCD you have, check the renewal quote you received from your last insurer."

Hastings (and A) accepts Mr J believed he had four years NCD when he took out the policy, but says that wasn't actually the case as he'd been insured on a fleet policy during that period. Mr J was provided a company car by his employer, which was insured on the fleet policy, but he used this for work purposes and his own private use.

The first question I think I need to address is whether the company car in question was a "private car." While this term isn't defined further, the guidance does give examples of

vehicles which aren't private cars. However, I don't think that could be taken to be an exhaustive, definitive list of vehicles which aren't a "private car." I consider the ordinary and normal meaning of that to be a car owned privately. Mr J's company car wouldn't fit within that definition.

I've thought as well about whether there is ambiguity in this question and guidance, but I don't think there is. While I acknowledge Mr J's point that he used the car privately, that doesn't make it a "private car." I also think that it's unreasonable to expect every vehicle which isn't a "private car" to be listed in the examples of vehicles which aren't. Such a list would, it seems to me, be very long and likely to lead to further confusion. I'd particularly note that Mr J hadn't been privately insuring a car previously, as the insurance was provided as part of a fleet policy, which supports the position that this wasn't a "private car."

I also note within the guidance the reference to checking a renewal quote if the proposer is unsure how many years NCD they have. As Mr J was no longer going to be covered by a fleet policy, it seems to me that he wouldn't have had a renewal quote. That would be because he wasn't insuring the car privately, as it was a company, rather than a private car. That supports the position that any NCD earned through that wasn't relevant to the question asked by Advantage.

So on balance, I can't agree that Advantage's question was unclear or ambiguous. I think that the question and guidance provided were sufficiently clear and meant that Mr J's previous insurance arrangements didn't qualify him for a relevant NCD with Advantage.

My final decision

I don't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 23 December 2025.

Ben Williams
Ombudsman