

The complaint

Mr B and Miss H complain that they were mis-sold a home insurance policy by Hastings Insurance Services Limited (“Hastings”).

Mr B has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of “Mr B” throughout this decision.

What happened

Mr B took out a home insurance policy via a comparison website with Hastings in October 2024. He said that during the sales journey, he disclosed that his property was a flat which he owned within a block. In January 2025, Mr B made a claim to his insurer after a storm damaged the block’s roof. The insurer considered the claim and said the policy was designed to cover damage caused to Mr B’s property as defined within the policy wording. But they said this didn’t extend beyond Mr B’s proportionate share of the building. And because Mr B had said that each flat owner in the block had an equal share of the building, the insurer proposed to settle the roof claim at one sixth of the total cost of the repair. The insurer said as the block had a shared roof, they wouldn’t be able to appoint contractors to complete any repairs.

Mr B then raised a complaint with Hastings and said he hadn’t been provided with the correct policy documents when he took out the policy online and said the policy documents that he was provided with didn’t mention any conditions or terms that applied to joint liabilities of communal areas, such as the roof. Mr B also said he’d been passed between Hastings and the insurer without being given clear communication.

Hastings considered the complaint but didn’t uphold it. They said the policy was sold on a non-advised basis and Mr B had agreed to their terms and conditions when he purchased it. And they said he would have had the opportunity to read through the policy details before finalising his purchase. Hastings said they believed they had provided clear information to allow Mr B to make an informed decision about what insurance he needed. Mr B remained unhappy with Hastings’s response to this complaint – so, he brought it to this Service. An Investigator looked at what had happened and ultimately recommended that the complaint should be upheld. She said while the policy was sold on a non-advised basis, as a broker, Hastings had a responsibility to ensure that Mr B was given information that was clear, fair, and not misleading, so that he could make an informed choice about whether the policy was right for him.

The Investigator said Mr B had disclosed that he lived in a flat when he took out the policy, but Hastings hadn’t made any enquiries about why a standalone home insurance policy was being purchased for a flat. And the Investigator said she thought Hastings should have explained how living in a flat could affect how a claim would be handled. She recommended that Hastings pay £100 for any distress and inconvenience and a loss of expectation caused to Mr B.

Hastings agreed with the Investigator's findings, but Mr B did not. He said he maintained he'd been mis-sold the policy and wanted an Ombudsman to consider what had happened and apply penalties. The complaint was passed to me and I issued a provisional decision and said the following:

"I want to start by setting out what I will be looking at as part of my decision. I'm aware Mr B has brought a separate complaint against his insurer which this Service is also considering separately. And that means I won't be making any findings about the insurer's actions in handling the claim in my decision. However, as both complaints arise out of the same set of background events, there will be instances where I refer to background information that overlaps the complaints in order to provide context to the complaint.

The policy was sold via a comparison website on a non-advised basis, which means that Hastings wasn't recommending any particular product or assessing whether it was suitable for Mr B's specific need. Hastings's responsibility was instead to provide information that was clear, fair and not misleading, so that Mr B could make an informed decision about whether to buy the policy or not.

Hastings says that when Mr B set up the policy, he received confirmation emails and access to an online portal which contained the policy booklet and key terms. Those documents explained what the buildings section covered, which was "The private residence shown in your policy schedule...within the boundaries of your property, occupied by you and used for domestic and clerical business purposes." I think it's reasonable that it is a policyholder's responsibility to check these details are correct and the cover in place is in line with their requirements. So, I'm satisfied Hastings gave Mr B the opportunity to review the information before completing the purchase.

I understand that Mr B assumed his policy would cover the full cost of repairing the roof. But buildings insurance can only cover a policyholder's own insurable interest. And in this case, this would be Mr B's share of a jointly owned roof. Even if the policy wording had described the roof more explicitly as a shared structure, I don't think this would change the outcome I've reached. I'm not satisfied Mr B would have been able to obtain an insurance policy in his sole name that would have provided cover for the entire roof. Instead, all six owners would have needed to have arranged a common policy together.

I do appreciate that this situation has caused frustration and added stress for Mr B. He's said he's now been required to liaise with other flat owners in the block in order to have works completed. And he's explained how this has affected him, due to his specific medical conditions and says the process has added additional undue stress and inconvenience to the claim process. I naturally sympathise with Mr B, but ultimately, I haven't seen any evidence that demonstrates Hastings gave misleading information or withheld details that a reasonable customer wouldn't expect, and it therefore follows that I do find that the policy was mis-sold."

I concluded that I did not intend to uphold the complaint, and I invited both parties to provide any further information they wanted to me consider. Neither Hastings nor Mr B provided anything further. So, I will set out my final decision below.

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, as neither party disagreed with my findings or provided anything further for me to consider, I see no reason to depart from my provisional findings.

My final decision

For the reasons I have outlined above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss H to accept or reject my decision before 4 December 2025.

Stephen Howard
Ombudsman