

The complaint

Mr K and Mrs K have complained about a home insurance policy sold to them by Hastings Insurance Services Limited (Hastings).

What happened

Mr K and Mrs K took out a policy through Hastings. They later contacted Hastings to ask for a copy of the policy documents. A few days later, Mr K and Mrs K contacted Hastings to make a claim under the policy. Mr K explained he was disabled and deaf. Hastings told him it could only deal with claims on the phone. It said he could use text relay services to make the claim.

Mr K and Mrs K complained about the claim process. They wanted Hastings to refund the policy premium for the year. The complaints team contacted the insurer and the insurer opened a claim and said it would contact Mr K and Mrs K about it. When Hastings responded to the complaint, it told Mr K and Mrs K that the insurer had said it would send him an underwriting survey to complete as part of the claims process. When Hastings responded to the complaint, it upheld it. It said it noted Mr K had mentioned his vulnerabilities and it should have done everything it could to help him register his claim. It apologised for this. It confirmed it had spoken to the insurer to get the claim started. It said it would provide feedback so that relevant training could be put in place. It also offered £150 compensation.

Mr K and Mrs K complained to this Service. Our Investigator didn't uphold the complaint. She said Hastings could have done more when Mr K contacted it about the claim and explained his vulnerabilities. She said Hastings then contacted the insurer to raise the claim when Mr K and Mrs K complained. She said Hastings wasn't responsible for any delays by the insurer in contacting him. Hastings was acting as the broker. It also provided Mr K with details of how to contact the insurer. She said it was reasonable for Hastings to decline to refund the premium. The policy had been active for nearly 12 months and the issue related to claim handling by the insurer, rather than the suitability of the policy. She said the £150 compensation Hastings offered for the distress and inconvenience caused to Mr K and Mrs K was fair in the circumstances.

As Mr K and Mrs K didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

The complaint I'm considering is about Hastings, who are the broker for Mr K and Mrs K's policy. It's my understanding that Mr K and Mrs K's main concern is that their claim hasn't

been settled. That isn't something I can consider as part of this complaint. Although Mr K and Mrs K have said Hastings have failed to repair their roof following a storm, this isn't Hastings' role. Mr K and Mrs K would need to raise this with their insurer. I can't comment on the claim itself or any decisions made by the insurer about it. However, I'm able to look at what Hastings did when Mr K and Mrs K contacted it about the claim.

Mr K and Mrs K initially asked to be provided with a copy of their policy documents. Hastings provided these. A few days later, Mr K emailed Hastings to make a claim for storm damage to their home. Mr K explained his age and that he was deaf and disabled. So, he said he couldn't speak about the claim. He asked Hastings to repair the storm damage. Hastings replied and said it didn't deal with claims by email. It said claims needed to be made on the phone or the app. It also said Mr K could use a text relay service.

When Mr K and Mrs K complained, Hastings reviewed what had happened. The complaints team raised the claim with the insurer and wrote to Mr K and Mrs K to explain this. It said the insurer would contact them. When it responded to the complaint, it accepted it should have dealt differently with how it registered the claim. It said it should have done more to support them when Mr K explained his vulnerabilities. It also accepted it hadn't logged the complaint at the earliest opportunity. I note that from the date on which Mr K and Mrs K asked to raise a claim, it took just under two weeks for it to be passed to the insurer. In addition, Hastings said it would provide feedback to the team, so that further training could be provided.

So, I think Hastings fairly recognised the issues with how it had dealt with Mr K and Mrs K's request to open a claim, including not fully considering Mr K's vulnerabilities. I also think it took steps to ensure the claim was raised with the insurer, who it needed to be registered with so the insurer could consider the claim. Hastings also offered £150 compensation for the distress and inconvenience caused by how it dealt with Mr K and Mrs K's request to open a claim. In the circumstances, I think that was fair to reflect the issues for which Hastings was responsible.

Mr K and Mrs K have also said they want their full year's premium refunded because their claim wasn't dealt with or settled. However, Hastings wasn't responsible for assessing the claim, deciding whether it should be accepted or carrying out any repairs covered by the claim. That is for the insurer to decide. I've also seen no evidence to show the policy itself was unsuitable for Mr K and Mrs K's needs. So, I don't think I can fairly say that Hastings should refund the premium.

As a result, I don't uphold this complaint or require Hastings to do anything else in relation to it.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr K to accept or reject my decision before 5 January 2026.

Louise O'Sullivan
Ombudsman