

complaint

Mr B is unhappy with the service provided by Hastings Insurance Services Limited trading as Hastings Direct ("Hastings") when dealing with his car insurance policy.

He complains about two points – firstly that a claim made on behalf of a third party was delayed. And secondly, that he was told his insurance would automatically renew – which then didn't happen.

background

In June 2017 Mr B reversed his car into a friend's vehicle. Mr B decided not to claim for the damage to his own car – but did claim for the damage to his friend's car through his insurance. Mr B says there were delays to this claim, which put a strain on the relationship with his friend. He also says he had to call Hastings several times to chase the claim.

In July 2017, Mr B called Hastings. He was told his policy would automatically renew later in the month. But, a few days later Mr B's policy lapsed – as the insurer wouldn't cover him. In August 2017 Mr B's car was stolen. He phoned Hastings to let it know, but was told he was uninsured. Mr B's car was recovered the next day with no damage.

Hastings apologised to Mr B and offered him £200 compensation. Mr B wasn't happy with this, so brought the complaint to us.

I sent Mr B and Hastings a provisional decision on 5 January 2017. This explained that I didn't intend to uphold the complaint for the following reasons:

I needed to consider whether or not Hastings caused Mr B distress or inconvenience. If it did, I needed to think about what would be a fair amount of compensation to put things right – or consider if Hastings had already done enough.

Hastings is the broker of the policy – not the insurer. So while it considered delays when offering Mr B compensation, it isn't responsible for how the claim was dealt with, or any delays in the claim being settled. That meant I couldn't consider that part of Mr B's complaint.

Both Hastings and Mr B agreed that he was told during a call that his policy would automatically renew. But, Mr B's insurer wouldn't cover him. Hastings didn't send him a letter telling him the policy would expire. But, it did say it emailed Mr B on the date the policy lapsed to tell him this.

I accepted Hastings emailed Mr B. But, I thought the fact that he didn't seek insurance elsewhere and drove uninsured for just over a month – along with the fact that he called Hastings when his car was stolen – meant he thought he was insured. So, I didn't think it was likely he saw this email. And, I also explained I would've expected Hastings to contact Mr B more than once about this. Taking everything into account, in this particular case, I thought Hastings could've done more to let Mr B know his policy wasn't going to renew.

Mr B felt very strongly about the possible impact of this. He said he was very concerned about a number of things that could've gone wrong. I appreciated the point Mr B made. But, I needed to think about what *actually* happened – not what *could've* happened.

Luckily, Mr B's car was recovered the day after being stolen. And, nothing else went wrong as a result of him driving uninsured. But, I was satisfied being told he was uninsured at the point when his car had just been stolen would've been a significant shock to Mr B and caused him distress. I explained the concern and worry this caused him still means some compensation is due.

Taking everything into account, I thought the £200 already offered to Mr B was fair to reflect the distress and inconvenience that he suffered. I explained this amount was reasonable as it's in line with similar types of awards our service makes. Mr B confirmed he's already received this. So, I didn't intend to ask Hastings to do anything further.

I gave both parties until 19 January to come back to me with any further comments or information.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Neither Mr B, nor Hastings, responded to my provisional decision.

I've thought about all of the information on this case again. Having done so, I still don't think the complaint should be upheld. This is due to the reasons explained above.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 27 March 2018.

John Bower
ombudsman