

complaint

Miss B and Mr F are unhappy that Hastings Insurance Services Limited has declined a claim on their multicar insurance policy.

background

Miss B's car's windscreen was damaged. A claim was made on Miss B and Mr F's multicar policy. But Hastings declined it saying Mr F's car was covered for windscreen damage but Miss B's wasn't.

Miss B and Mr F aren't happy with this. They say they've been misled and they want the windscreen replaced.

Hastings says its multicar policies work by having two separate policies with a note added on to its system against each policy so that the multicar discount can be applied. Its multicar policies can have different covers for each car. Miss B bought an Essential policy which didn't include windscreen cover. That cover wasn't shown on all her policy documents. Mr F later set up a policy for his car with windscreen cover and it was noted in all his policy documents. Mr F has seen Hastings recently changed online information about multicar policies which says it now offers windscreen cover on new policies. This might've confused him. Even so windscreen cover wasn't included on Miss B's policy. It's apologised for this and offered Mr F compensation for this.

Our investigator didn't feel this complaint should be upheld. She said:

- It's important to consider exactly what cover applies to which car as each one has its own separate policy.
- The insurance certificate and documentation for the policy for Miss B's car don't mention it having windscreen cover. But the policy and documents for Mr F's car say Mr F's car has windscreen cover. So, it's clear Miss B's car never had windscreen cover.
- Hastings' website clarifies that windscreen cover comes as standard on its Direct and Premier comprehensive policies but it isn't included on its Essential policy. Miss B had the Essential cover.
- Miss B and Mr F were told in a renewal call in February 2017 that the way the multicar works is that the cover for the two cars are run as two separate policies. And the cover didn't change when the multicar policy was added.
- Hastings hasn't done anything wrong declining the claim.

Miss B and Mr F don't agree. They say they didn't know there were different levels of cover until they claimed. Hastings has also changed its web site information and removed reference to the Essential cover. It still misleadingly says that windscreen cover is provided on comprehensive policies. Miss B was never asked on the phone whether she wanted windscreen cover. If she had been she would've said she needed it. Hastings has admitted misleading them and offered £85 compensation. And it's

misleading people generally. She genuinely believed she had windscreen cover on her car.

my findings

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

Mr F has said he would like to discuss his case with me. But I'm satisfied that he's set out his and Miss B's arguments fully and clearly. And I have enough information available to make my decision. So, I don't think a conversation with him would assist me in deciding this complaint.

Hastings says it's recently changed the information on its website to reflect what now applies to new multicar policies which include windscreen cover. Unfortunately this information isn't as clear as it might ideally be about whether or not windscreen cover is provided on Essential policies like Miss B's. This may've caused some confusion after this claim was made and Mr F says Hastings has offered some compensation for this. But I don't think this information can have influenced Miss B in the past when originally taking out the policy or when subsequently renewing it.

In this case Hastings told Mr F and Miss B that each car's policy was a separate policy (even though its system noted each to be part of the multicar arrangement so that relevant discounts could be applied). And the simple fact is that the policy documents and other documentation including for renewals clearly showed the different benefits included on each individual policy.

Mr F's policy clearly said windscreen cover was included. But Miss B's policy never included it at any time either when she took it out, on subsequent renewals and most recently after Mr F's policy was linked into the multicar arrangement.

It's unfortunate if Miss B believed she'd windscreen cover but the policy documentation never said she had. And it was always her responsibility to check the documentation sent to her to ensure the cover she had met her needs. If it didn't, and for example she wanted windscreen cover, she could've contacted Hastings at any time to arrange it.

Taking everything into account I don't think Hastings has done anything wrong declining this claim. And I don't think I can fairly or reasonably require it to now cover the cost of replacing Miss B's car's windscreen as she and Mr F would like.

Miss B and Mr F also say Hastings is misleading people. But I can only consider what's happened in their case. General issues about how the insurance industry works are a matter for the Financial Conduct Authority.

Although I recognise Miss B and Mr F's frustration, I agree with the investigator's conclusions for the same reasons. And I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr F to accept or reject my decision before 12 February.

Stephen Cooper
ombudsman