

complaint

Mr M complains that Hastings Insurance Services Limited didn't make it clear that he wasn't covered for driving third party cars under his motor insurance policy. He wants his premium refunded, points removed from his licence and his fine reimbursed.

background

Mr M was stopped by the police, fined and had six points put on his licence due to driving another's car whilst uninsured. He thought Hastings hadn't made him aware that he wasn't covered for this when he took out the policy.

Our investigator didn't recommend that the complaint should be upheld. She thought Hastings had made Mr M aware that he wasn't insured to drive other cars. So she didn't think it had done anything wrong.

Mr M replied that Hastings hadn't given him sufficient information before he took out the policy that he wouldn't be covered for driving other cars. He asked for his complaint to be reviewed, so it's come to me for a final decision.

my findings

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

I can appreciate that Mr M has had an expensive and unfortunate experience. But I don't think Hastings did anything wrong and I'll now explain why.

Hastings needed to provide clear information about the cover Mr M was purchasing and any relevant exclusions before he bought his policy. It was for Mr M to provide accurate information and read and understand his policy documents to check that the policy met his needs.

Hastings has provided screenshots of the application process that Mr M went through when he applied for his policy online. Mr M disagrees that this is the same as that he experienced when he applied for the policy. But I haven't any reason to think that this has been changed by Hastings.

Mr M first set out his requirements on an on-line comparison site. This asked him whether he needed to drive other cars, amongst other things. Mr M was then directed to Hastings' website where he was taken through its application process. I can see that this gave him the opportunity to check the policy terms and conditions, including any exclusions, before purchase. These state that he isn't covered to drive other cars.

Mr M could also have checked these terms and conditions during the 14 day cooling off period and changed his mind if the policy didn't suit him. I understand that Mr M had some initial trouble in accessing the website portal for his policy documents. I can see that Hastings did resolve this. But I can't see that Mr M checked his documents until after he was stopped by the police, four months later. And so I think Mr M had opportunity to review his policy documents. So I can't say that the policy was mis-sold to Mr M.

These policy documents included Mr M's Statement of Insurance. I think this clearly states that Mr M isn't covered for driving other cars under his policy. So I think Hastings made it clear that Mr M's policy had this exclusion. So I can't say that Hastings did anything wrong or should be responsible for Mr M being stopped by the police.

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 M to accept or reject my decision before 8 February 2018.

Phillip Berechree
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