

## **complaint**

Mr L has complained that Hastings Insurance Services Ltd asked him for documents after he bought his motor policy with it which he didn't think was reasonable.

## **background**

Mr L bought his motor policy online with Hastings in February. A month later it asked him to send it a copy of his and his wife's full driving licences including paper counterparts, proof of his No Claims Bonus, and V5 registration document. His wife was a named driver under the policy. It asked him to send these documents within the next seven days and if it didn't receive them it would cancel his policy.

Mr L didn't agree that he should have to send his and his wife's driving licences or his V5 document and he was upset at the tone of the letter, which he felt was threatening. He complained to Hastings and said its request was in breach of the Data Protection Act (DPA).

Hastings didn't send further reminders for the documents while it investigated his complaint. In May it told Mr L that its request for the documents was explained to him when he bought the policy and it needed these for verification purposes. It didn't uphold Mr L's complaint, but it said that it hadn't escalated his complaint as it should have, so it paid him £30 compensation for this. It then gave Mr L a further seven days to send it the documents it required.

Mr L sent the documents, but Hastings didn't receive all the pages of the V5 document, and Mr L had blocked out the name, photo, signature and driving licence number from both his and his wife's driving licences. So Hastings told Mr L it couldn't accept the documents. Hastings agreed that Mr L could alternatively bring the documents to a branch, but it wasn't the nearest one to him, instead it was an office further away. So Mr L told Hastings to cancel his policy and he brought his complaint to us.

Mr L said that Hastings didn't send him a cheque for £30. He said he sent Hastings an invoice for £61.10 which it said it would pay for his time and costs in dealing with this matter. He said if he had known it was going to request these documents he would have bought a policy elsewhere, but it didn't ask for them until after the cooling off period, so if he cancelled his policy then he would be charged, which he thought was unfair. He said that when he cancelled his policy, Hastings didn't provide a breakdown of its charges.

The adjudicator who investigated it didn't recommend his complaint should be upheld. She was of the view that Hastings had told Mr L when he bought his policy that it may ask for all of these documents, so it wasn't being unreasonable when it did. She felt that Mr L had been fairly compensated for Hastings' failure to escalate his complaint. She sent Mr L a copy of a letter Hastings said it sent him which provided a breakdown of its charges when it cancelled his policy. The adjudicator found no evidence that Hastings had agreed to pay Mr L's invoice for £61.10.

Hastings cancelled its first cheque for £30 as Mr L didn't receive it and sent a replacement cheque to him.

Mr L didn't agree with the adjudicator's opinion, so the matter has been referred to me to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. For ease, I've set out Mr L's complaints under headings below.

### *Hastings' request for documents was unreasonable*

Mr L said that he was unwilling to provide his driving licences and V5 document for it to be held electronically on Hastings' file due to the potential risks of it sending data abroad.

When Mr L bought his policy online, Hastings emailed him to say that his documents were available to view, download and print. It also said that it would send his documents by post; however Mr L said he didn't receive these by post. This is unfortunate, but didn't deny Mr L the opportunity to see what his policy said, as he could view this online.

Hastings explained in its cover letter the same day he bought his policy, and in the demands and needs statement and in the policy document that it may ask for documents from him. It listed driving licence, V5 document, proof of NCB, and discount or mileage declarations. I don't find this request unusual as many insurers ask for documentation to verify the policy it provides. I think Mr L was made aware from the start date of his policy of all the documents Hastings might want to see, and it didn't specify when it would ask for these documents. So I don't think Hastings' request for the documents it asked for was unreasonable as it gave Mr L clear notice that it might. And I don't think Hastings denied him the opportunity to change insurer within the cooling off period if Mr L knew he wouldn't want to provide such documents if asked.

Hastings' letter to Mr L a month later asked him to provide the documents within seven days. It said if he didn't do so, it would cancel his policy. I appreciate that Mr L found the letter threatening, however I think Hastings intended to be clear about what would happen if it didn't receive the documents it needed. I don't think Hastings was threatening toward Mr L in its letter to him.

When Mr L sent his documents to Hastings, it couldn't accept the driving licences as Mr L had blocked out both his and his wife's names, photos, driving licence numbers, and signatures. I don't think Hastings was unreasonable in refusing to accept these documents, as it couldn't verify that they belonged to Mr and Mrs L. Hastings told Mr L that its request for the documents was relevant to his policy and didn't exceed the terms of the DPA.

Mr L suggested he bring his documents to a branch of Hastings. However Hastings said its staff wouldn't be able to process his documents there. But it did suggest another branch which was further away. Whilst I understand Mr L thought this was unacceptable, I think Hastings gave a reasonable explanation and gave Mr L an alternative to sending his documents which Mr L chose not to accept. I don't hold Hastings at fault for this.

Mr L said that he is self employed and he lives in a rural area and the nearest town to use its facilities for copying his documents was a 20 mile round trip. He said that Hastings agreed to pay an invoice he sent it for £61.10 for his costs and time dealing with the matter. However Hastings' said it didn't agree to pay this. As I think Hastings' request for Mr L to provide the documents was reasonable, I don't consider it unreasonable to refuse to pay Mr L's invoice. I appreciate that there may be some inconvenience in copying and posting the documents,

but I don't consider this to be to such a degree as to be compensated for as Mr L knew that he may be expected to provide these when he bought his policy.

#### *Hastings' disposal of Mr L's documents*

Mr L doesn't accept Hastings' assurance that it has destroyed the copy documents it had for him and his wife. However, Hastings has confirmed that it destroyed the documents as they were unsuitable and as Mr L's policy has been cancelled, only he can still access his account online as it has been archived. Mr L said this isn't enough and he requires proof that it has destroyed his documents. Hastings is reviewing if it can delete Mr L's account completely from its records at Mr L's request. He said he will now report the matter to the Data Protection Register which he is entitled to do.

#### *Hastings failed to provide a breakdown of its cancellation charges*

Mr L said that he didn't receive a breakdown of the charges when he cancelled his policy. The adjudicator provided him with a copy letter sent in June by Hastings to Mr L. He doesn't believe this was sent to him. He says there are a number of 'red flags' which he is concerned about which are:

- the letter is dated 5 June, but he didn't cancel his policy until 7 June
- It doesn't have the business logo on it
- It refers to a discussion but no discussion took place
- There is an additional product fee of £15.16 which isn't explained and;
- It shows a refund of £296.43 which is completely false

Mr L emailed Hastings on 5 June and asked it to cancel his policy from 7 June. So Hastings' letter dated 5 June refers to the email discussion of the same day. As it is a copy of the letter sent to Mr L, I don't think it unusual that it doesn't have Hastings logo. It does have a copy signature and name of the manager at Hastings who wrote the letter. I think Hastings did send the original letter to Mr L on 5 June as there isn't anything to show me otherwise.

The breakdown shows that Mr L paid £46.90 for the days the insurer covered him (£139.17 total days - £92.27 remaining days). Hastings has set out the breakdown to show a refund to Mr L of the £92.27 as this is the amount the insurer returned for the days it didn't cover him. It then added this amount to the full yearly premium Mr L paid of £204.16, making a total refund of £296.43. However, it then shows that Mr L received a final refund of £77.10 which is the balance from £204.16 after its charges (£80.16) and days on cover (£46.90) totalling £127.06.

Hastings charges are set out as £45 cancellation charge, £20 arrangement fee charge, and £15.16 additional product charge. The additional product charge of £15.16 is a pro rated charge for the days on cover for legal expenses and breakdown cover. The yearly premium for these additional products was £44.99. (£204.16 - £139.17 - £20 arrangement fee).

So £44.99 / 365 days x 123 days on cover = £15.16.

I think all the figures within the breakdown are correct and in line with Mr L's policy in the event of cancellation. However, if Mr L remains unhappy with Hastings' explanation of its charges he will need to complain to Hastings as it hasn't had the opportunity to deal with this new complaint.

Hastings paid Mr L compensation of £30 because it said it should have offered him a call back from a manager to discuss his complaint sooner, but it didn't do this. I think this was a fair amount for its failure to follow its own complaints procedure.

### **my final decision**

For the reasons given above, 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 L to accept or reject my decision before 23 November 2015.

Geraldine Newbold  
**ombudsman**