

## complaint

Mr A complains about the way in which Advantage Insurance Company Limited (trading as Hastings Direct) handled a claim he made under his motor insurance policy and his subsequent complaint. Secondly he says he was mis-sold substitute car cover as he wasn't provided with a replacement vehicle while the repairs to his car were carried out.

## background

Mr A was involved in an accident in October 2013. Another vehicle ran into the back of his car. He was expecting to have the use of a courtesy car while the repairs to his car were carried out, but one wasn't provided. He also was concerned about the way in which Hastings pursued the claim on his behalf. When he complained to Hastings it promised him a response first at the end of October, then the end of November and then it told him it wouldn't be able to respond within the eight weeks allowed for its response. Its final detailed response was contained in a letter dated 23 January 2014. Hastings offered Mr A £50 for the distress and inconvenience caused by this delay.

The adjudicator didn't recommend that the complaint should be upheld. He said that the fact that the other driver had initially disputed liability explained why the claim was not dealt with more quickly. He said the wording of the policy in relation to providing a substitute car was clear and did not apply to Mr A's situation. He thought the offer of £50 for Hastings' delay in replying to Mr A's complaint was fair and reasonable.

Mr A didn't agree. He has asked for the complaint to be reviewed.

## my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr A had paid an additional premium for substitute car cover to be included in his policy. This meant that a substitute car would be provided to Mr A if his own vehicle was "*damaged beyond repair following a fault accident, fire or theft.*" But Mr A's situation was that the accident wasn't his fault and his car was repairable. The particular circumstances under which Mr A could take advantage of the extra cover he had paid for, are clearly set out in the policy documentation. On that basis, I find that the substitute car cover was not mis-sold to him.

Given the circumstances of the accident, Mr A would have been entitled to a courtesy car under the terms of his policy if he had agreed for the repairs to be done by Hastings' approved repairer. The policy says:

***"Points you need to know about the courtesy car service:***

- The service is only available for the duration of your repairs, if you use one of your insurer's nominated repairers for repairs to your car following damage covered under sections 1 and 2 of your policy"*

Mr A decided to arrange for the repairs himself. He was entitled to do this but it did mean that Hastings didn't have to provide a courtesy car for him to use while the work was done.

As the other driver was disputing liability, the claims handling company which originally was going to deal with the claim and would have provided Mr A with a hire car, returned his claim to Hastings. While I can understand why Mr A found the lack of a replacement vehicle frustrating, I am satisfied that Hastings acted within the terms of Mr A's policy in dealing with his claim, including his request for a hire car.

There clearly was an unacceptable delay by Hastings in responding to Mr A's complaint. But I find that the offer of £50, which remains open to Mr A to accept, for distress and inconvenience is in line with the level of compensation that we would award. The circumstances of the accident were such that Mr A understandably didn't expect the other driver to dispute liability. Luckily by 1 November liability had been accepted. But the delay by the other driver in accepting liability, did complicate the way in which the claim was dealt with in the initial stages. I appreciate how frustrating this must have been for Mr A, but I am satisfied that this wasn't caused by any error by Hastings Direct.

### **my final decision**

My decision is that I do not uphold the complaint. I make no further award against Advantage Insurance Company Limited (trading as Hastings Direct).

Melanie McDonald  
**ombudsman**