

complaint

Miss G's complained about the fitting of a telematics box to her car when she bought a motor insurance policy with IGO4 Limited – trading as Hastings Direct 'SmartMiles.' Mrs G, Miss G's mother is representing her in her complaint.

background

Miss G bought a motor policy with Hastings and as part of the contract she agreed to have a telematics box fitted to her car. After it was fitted, Miss G could hear a noise which she said wasn't there before the box was fitted. So Hastings arranged with the installation company to look at the box – but the installer didn't diagnose any problem with the box or its fitting. Mrs G remained unhappy, so contacted Hastings again. It said it would contact the installation company to arrange another inspection. But the installation company didn't follow up with another inspection.

About a month later, Mrs G called Hastings again and it offered to arrange another appointment with the installation company, or for an engineer to investigate the noise. Mrs G declined. Miss G decided to cancel her policy and wanted the telematics box removed from her car.

Mrs G complained to Hastings as she wanted it to refund the costs she paid to have the box fitted. She didn't think it was fair to pay a removal fee, and believed the cancellation charges were too high. Mrs G said the service she received from Hastings was poor as she'd had to call it many times to get an update.

Hastings upheld part of the complaint. It said its service had at times been poor. So it waived its £90 fee to remove the box. It offered to send Miss G a cheque for £90 so she could arrange removal separately. Or it would arrange for the installation company to remove it when convenient for her. Hastings said there was no evidence to show there was any fault with the telematics box. So the cost of the box was non refundable.

Mrs G told Hastings to arrange for the installation company to remove the box and this happened in August 2016. But Mrs G remained unhappy, so she brought her daughter's complaint to us. She said she'd had to call Hastings many times before it agreed to refund additional cover Miss G had bought which she'd never used under the policy. Her daughter's car didn't make the noise before the telematics box was fitted – and didn't make it after it was removed. So it's clear the box caused the noise – and she believes the main dealership garage supports their view. As the box was a faulty product, she believes Miss G is entitled to a refund for it.

The adjudicator who investigated the complaint didn't recommend it should be upheld. Hastings had offered a further inspection of the box but Miss G didn't accept the offer – and there was no independent evidence to show a fault with the box. As Hastings had waived the removal fee as compensation for its poor service, the adjudicator felt this was reasonable.

Mrs G didn't agree. So the matter has been passed 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. Having done so, I don't intend to uphold it and I'll explain why.

Miss G says her car didn't make a noise before or after the telematics box was fitted. While I've no reason to disbelieve her, Miss G hasn't provided any proof this was the case. The installer checked the telematics box and says he removed it. He then asked Miss G to test drive her car – but Miss G could still hear the noise. He concluded that it couldn't be the telematics box causing the noise as it wasn't in the car during the test drive. So he reinstalled it as no fault showed on the box. Mrs G says she felt intimidated by the installer and wanted to avoid a confrontation. She doesn't agree with the installer's account.

Mrs G says the main dealership supports their view that the telematics box was the cause of the noise. The dealership invoice confirms a noise could be heard and didn't recognise it. The dealership suggested Miss G contact the installer. The comments provided by the dealership aren't enough for me to decide that the installation of the box caused the noise in Miss G's car, was poorly fitted, or was faulty.

Hastings offered for Miss G to either have a cheque for the cost it would pay the installation company to remove it – and she could have the box removed by another company. Or she could contact Hastings to arrange with the original installation company to remove it free of charge. Miss G chose for the original installer to remove the box in August 2016.

Mrs G says her daughter shouldn't be out of pocket for the telematics box as she paid for it. But there's nothing to indicate Mrs G wanted to keep the box when the installer removed it.

Under Miss G's policy, Hastings was entitled to charge the £210 fee for the box (which was non refundable), and a further £90 to remove it. I think Miss G should have been compensated for the inconvenience its poor service caused her. As Hastings waived its removal fee to reflect the poor service it provided, I think this was a fair outcome.

Hastings charged Miss G for the days it insured her, breakdown membership and a cancellation fee of £45 when she cancelled her policy. This was in line with Miss G's policy, so I don't think Hastings unfairly charged Miss G. Hastings later refunded the breakdown membership fee, which I think was reasonable to try and resolve Miss G's complaint.

Mrs G has provided a link to reviews about Hastings. She feels we should take this into account as it proves her complaint isn't an isolated incident. But our role is to look at individual complaints on its own merits and decide if the business has been fair and reasonable in each case.

I understand Mrs G will be disappointed with my decision. But taking everything into account, I think Hastings dealt with Miss G's complaint in a reasonable way.

my final decision

For the reasons I've 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 Miss G to accept or reject my decision before 24 April 2017.

Geraldine Newbold
ombudsman