

complaint

Mr S complains that Hastings Insurance Services Ltd mishandled his motor insurance.

background

Hastings acts an intermediary between consumers and a number of insurance companies. Mr S complained that It gave him a quote a few weeks before his car insurance was due to expire but - nearer the time - he paid Hastings about £120 more than the earlier quote. Hastings should refund that amount, he says.

The adjudicator didn't recommend that the complaint should be upheld. He thought that Hastings had given no guarantee that the quote would be available for any particular period of time.

Mr S disagrees with the adjudicator's opinion. He says, in summary, that Hastings should honour its original price.

my findings

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

From what he says, Mr S went to Hastings via a comparison website.

Notwithstanding the use of the word "direct", I'm satisfied that Hastings' website made it clear that it was acting as an intermediary.

Mr S says that – about three and a half weeks before his old policy was due to expire - Hastings quoted about £495. And from what he's said, I think that included interest for paying by instalments. Hastings hasn't said any different so I accept what Mr S says.

Hastings later told Mr S:

"One aspect which affects the price of premiums is how far in advance the policy is quoted; the earlier you incept the policy then the more discount you will receive."

I find it likely that Mr S could have accepted the quote straight away and set up a policy to start about three and a half weeks later. So I don't think this is a case of the comparison website saying one thing and Hastings saying another.

I've considered whether Mr S was entitled to believe that the quote would remain open for acceptance until the date his old policy expired. Hastings hasn't provided enough evidence to persuade me that it gave any other time limit. But on balance I don't think Hastings was saying that it would be able to set up a policy at the quoted price at any time in the following three and a half weeks.

Nothing had changed with Mr S, except that his need for insurance was more urgent.

So he was disappointed to find that – when he wanted to accept it – Hastings said the quote was no longer available. But over three weeks had gone by. And on balance I don't think Hastings treated Mr S unfairly by giving him a new quote for about £615 including interest.

In any event I think Mr S could have declined to pay the extra £120 and shopped around for a better deal. But he chose to pay it. And he didn't exercise his right to cancel the policy during the "cooling-off" period. So I don't think it would be fair and reasonable to order Hastings to pay a refund.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Hastings Insurance Services Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 March 2016.

Christopher Gilbert
ombudsman