

## **complaint**

Mr D has complained about the way Hastings Insurance Services Limited communicated with him. He believes it led to the cancellation of his car insurance policy.

## **background**

Mr D bought a car insurance policy through a broker, Hastings Insurance. After he changed his address and car, the underwriter of his policy asked Hastings as the administrator to obtain some verification documents from Mr B.

So in December 2017 Hastings wrote to Mr B and asked him to send a copy of the front and back of his photo driving licence, a DVLA check code, proof of his address, proof of his No Claims Bonus (NCB) and the V5 registration document for his car.

Hastings didn't hear from Mr D, so it wrote to him again and said if it didn't receive the documents it would cancel his policy as instructed by the underwriter in seven days.

A couple of days later Mr D called Hastings and over a period of two weeks he spoke to Hastings several times. Mr D says his experience with Hastings caused him to be so unwell that he ended up in hospital. He says Hastings agreed to extend the period of time before cancellation. But it didn't do as it said and failed to call him back twice. Mr D wants Hastings to refund the premiums he paid under the policy as he lost a year's NCB as a result of the cancellation.

Mr D and Hastings don't agree on what they discussed. Hastings said because it didn't receive any of the documents it asked Mr D for, it correctly cancelled his policy. Mr D says Hastings knew he didn't have the V5 registration document and had agreed to extend the time for him to provide the documents before cancelling his policy. Hastings said it would call him back but didn't. He found out the underwriter would have accepted the V5C2 form while waiting for the V5 registration document. Mr D says if Hastings had told him this at the beginning he would have provided all the documents it needed and his policy wouldn't have cancelled.

Hastings agreed it didn't call Mr D back when it said it would on one occasion, so it paid Mr D £60 compensation. But this didn't impact on the cancellation because Mr D didn't provide any of the requested documents. To resolve his complaint it offered to pay the difference in premium he'd paid when he changed address. But Mr D remained unhappy, so Hastings paid Mr D £150 compensation to meet the costs of his first premium under a new insurance policy and for taxi fares while he wasn't insured to drive.

Mr D asked us to look at his complaint. Our investigator explained that although it was the insurer's decision to cancel his policy – and to ask for the documents – she'd investigate how Hastings communicated with Mr B as this was what he was unhappy about. She listened to the call recordings. She found that Mr D had said he would call Hastings back on 28 December 2017. So she didn't think Hastings had failed to call Mr D back then.

Hastings had asked Mr D to send his documents – even if he didn't have the V5 registration document – but Mr D didn't send anything. Mr D had told Hastings that he didn't know where his driving licence was. After Hastings carried out the cancellation, Mr D told it he had a V5C2 form.

Hastings said if he'd sent that, the insurer would've have accepted it while he was waiting for the V5 document. But because Mr D didn't send any of the other documents – or tell it he had a V5C2 document – his policy would've cancelled anyway.

So the investigator thought Hastings had acted reasonably. It's paid Mr D £310 in compensation.

Mr D didn't agree. So he wants an ombudsman 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.

I'm sorry to read that Mr D needed to stay in hospital recently. I can't conclude that this was directly related to his experience with Hastings. But I've looked at whether Hastings acted unreasonably and if so, whether Hastings did enough to put things right.

It's clear from the calls that Mr D was upset about Hastings' request for him to provide verification documents. But this isn't Hastings' fault. It acts as an agent for the underwriter. It was the underwriter that requested the documents.

On 23 December 2017 Mr D told Hastings he previously provided the information it asked for. But there's nothing to show that he did. It may be that he did this some months before, in which case the information was required again following Mr D's change of details. This is what Hastings told him. Mr D said he would call back again on 28 December 2017 and would like to speak to a manager then.

On 28 December 2017 Mr D called Hastings and said he was expecting a call back. But Mr D had said on 23 December 2017 that he would call Hastings. So I don't think Hastings provided a poor service here.

Mr D didn't have the V5 registration document. He told us he bought his car from a dealership and they had sent the V5 to the DVLA to transfer ownership. But he told Hastings he'd already sent the information to it. Mr D said he didn't know where his driving licence was.

Hastings asked Mr D to provide the documents he did have again and gave him an email address to send them to. Mr D asked Hastings to put a note on their file that he'd call back in January – and it agreed to call Mr D back on 3 or 4 January 2018.

Hastings didn't call Mr D back as agreed. It didn't receive any documents from Mr D.

On 8 January 2018 – after Mr D received confirmation his policy had cancelled – Mr D told Hastings he had a V5C2 document. This was the temporary document to confirm he was the registered keeper of the car while the V5 was being updated by the DVLA. Mr D feels Hastings should have asked him for this instead as he could've provided it. So his policy wouldn't have been cancelled.

But I can't say that Hastings is at fault here. It spoke to the underwriter on 8 January 2018. They told Hastings if they'd received the other documents with the V5C2 document, this would have prevented his policy from being cancelled until the V5 was available.

Hastings passed this information to Mr D in the call on 8 January 2018. But even if Mr D did send the V5C2 form, I don't think this wouldn't have prevented his policy from being cancelled as he didn't send any other documents in time. There are occasions during the calls when Mr D says he already sent all of the information; but he also says he couldn't provide the documents because he didn't know where his driving licence was.

I think Hastings provided a poor service in failing to call Mr D back on 3 or 4 January 2018 as promised. For this it paid Mr D £60 compensation which I think is reasonable.

When Mr D called Hastings on 8 January 2018, he said he was unwell. Hastings suggested Mr D should call an ambulance. It paid Mr D a further £150 compensation. This was to contribute toward his first premium under a new car insurance policy – and to pay for any taxi fares in the meantime.

The difference in premium when Mr D changed address and his car was £52.50. But Hastings offered to refund this and round it up to £100. Although Mr D didn't accept this offer at the time, he has since accepted it. And Hastings has recently sent this to Mr D. This means that in total Hastings has paid Mr D £310 compensation.

I don't think Hastings is responsible for Mr D's policy being cancelled as Mr D understood he needed to provide the verification documents to prevent this. It follows that I don't think it's responsible for Mr D losing an extra year's NCB. Overall I think Hastings has done enough to resolve Mr D's complaint. So I don't think it needs to do anymore.

### **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 Mr D to accept or reject my decision before 28 March 2018.

Geraldine Newbold  
**ombudsman**