

complaint

Mr B has complained about Hastings Insurance Services Limited's actions after he claimed on his motor insurance policy.

background

Mr B was in an accident when another driver ran into the back of his car. Mr B spoke to Hastings and said he wanted to claim for the repairs to his car. Hastings arranged for the underwriter of his motor policy to do that. It also referred him to solicitors to make a claim for uninsured losses including a personal injury claim.

Mr B said he hadn't given Hastings permission to refer him to solicitors and brought his complaint to us. The investigator thought Hastings had dealt with Mr B reasonably, although she referred to those actions as being of the motor policy's underwriter. Mr B didn't agree so his complaint's been passed to me to decide.

I issued a provisional decision on 26 January 2018. For ease I've copied my provisional findings below. I said:

"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 it's likely I won't uphold it.

Mr B is very unhappy that court proceedings didn't go his way and he ended up with a large bill for the other side's costs. But I don't think that was Hasting's fault.

It might help if I explain that Hastings is an insurance intermediary. So it arranges policies and may help to administer those. But it's not the underwriter so it doesn't provide the cover. And it's not responsible for the outcome of claims. So, I can consider complaints against Hastings when it's acting in its role as intermediary. But I can't consider that it's responsible for decisions on claims, as that's the responsibility of the relevant underwriter.

There were two different underwriters involved in Mr B's claim. The first which underwrites his motor policy is responsible for dealing with any claims for damage to his car or liability to others connected with his car. The second is the underwriter of the legal expenses policy which is responsible for the part of the policy which provided cover for legal expenses for uninsured losses including personal injury claims. The first underwriter doesn't have any involvement or responsibility for the legal expenses part of the policy, including referring Mr B to solicitors. So I think Mr B's complaint about the referral to solicitors is the responsibility of Hastings.

Mr B says Hastings referred him to solicitors without his consent and that he didn't want to pursue a personal injury claim. But I don't think that's right. I've listened to the relevant call when Mr B says he wants to claim for the repairs to his car. Hastings took the appropriate details so that the first underwriter could deal with his claim. During that call Hastings explained that Mr B also had legal expenses cover and the solicitor's role in that. It asked Mr B if he was happy for it to refer him to the solicitor. Mr B said that he was. So I don't think Hastings shared Mr B's details with the solicitors without his consent. And Hastings isn't responsible for the solicitors' actions after it had made that referral.

Mr B's added that Hastings didn't provide the legal expenses cover his policy entitled him to. But as I've said above Hastings doesn't provide the cover, the second underwriter does. So,

if Mr B is unhappy with the cover that the legal expenses underwriter has provided he can complain to the underwriter about that. But it's not something that Hastings is responsible for.

For completeness, I'll comment that neither Hastings nor either policy underwriter is responsible for the actions of the solicitors who dealt with the personal injury claim, as they are a separate legal entity. And I understand that Mr B is pursuing a complaint about the solicitors through the Legal Ombudsman."

Developments

Hastings didn't respond to my provisional decision. Mr B made a number of detailed points. I don't intend to repeat all of those here and instead will focus on what I see as the key points.

Mr B said that he didn't complain because he was referred to solicitors but because he didn't get the legal expenses cover that he'd paid for. He said that, as he couldn't afford to pay a barrister's fee, the solicitors dropped him as a client and he was unrepresented in court. As a result proceedings went against him and he was ordered to pay over £17,000. He said that's caused a tremendous strain. He thinks Hastings should share the responsibility, alongside the solicitors, for that.

Mr B also said that he would send us the Legal Ombudsman's report into his complaint about his solicitors. But to date he hasn't done so.

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'm not going to uphold it.

Mr B said that he didn't complain because he was referred to solicitors. But in the complaint form he sent to us he said that his complaint was about:

"The conduct of my insurance company regarding a claim that was passed to a third party solicitor without my knowledge or consent."

So I think he did initially complain about the referral. But in response to my provisional decision, his comments have focused on his dealings with solicitors and the fact that he was left without legal representation.

But as I said in my provisional decision Hastings isn't in any way responsible for the actions of the solicitors. Also, any decision about the conduct of his legal expenses policy would need to be addressed by the underwriter of that policy. So if he wants that underwriter to address the complaint about leaving him unrepresented in court he will need to direct his complaint to that underwriter. And I've asked our investigator to contact Mr B about starting that process. But I don't intend to address Mr B's comments about the legal expenses aspect of his complaint in this decision.

Mr B also said that he would provide a copy of the Legal Ombudsman's decision on his complaint about his solicitors. Although he's yet to provide that I'm satisfied that it wouldn't have affected my findings. That's because, as I've said above, Hastings isn't responsible for the actions of the solicitors or for the performance of the legal expenses cover.

I don't think Mr B's made any points that call the complaint I addressed in my provisional decision into question, so I'm not going to change my findings.

my final decision

For the reasons set out above and in my provisional findings I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 March 2018.

Joe Scott
ombudsman