

complaint

Mr E is unhappy with the way Hastings Insurance Services Limited dealt with his complaint about his motor insurance policy.

background

Mr E bought his motor insurance policy with Hastings through a comparison website. When Hastings sent his Statement of Demands and Needs with his policy documents, Mr E noticed several errors. He complained to Hastings.

Hastings said the information pre populated from the comparison website, so this caused some minor differences. But it said Mr E could've corrected the information when he was transferred to their website. It told Mr E it had amended his policy and asked him to check the details online.

But when Mr E checked, he couldn't tell if Hastings had made the changes. Mr E asked Hastings to provide full updated documents to him, but it didn't. So Mr E brought his complaint to us.

The adjudicator who investigated it thought Hastings had dealt with Mr E's complaint reasonably. Hastings said it couldn't reprint full policy documents for Mr E. So it provided screen shots of the changes it had made instead. The adjudicator forwarded these to Mr E.

Mr E remained unhappy as the screen shots showed the date he passed his test was still incorrect.

I issued a provisional decision on 19 September 2016. I thought Hastings didn't do enough to show Mr E it had updated his policy. The documents it re-sent him didn't include the changes. I intended to ask Hastings to send Mr E an updated Statement of Demands and Needs – as this is the document which showed the details Mr E said were incorrect. And that it should pay him £100 compensation for the trouble it caused him.

Hastings didn't agree. It sent an example of the online journey Mr E would have gone through when he was transferred from the comparison website to theirs. It said:

- Mr E was asked to check the details on its website before agreeing to buy the policy.
- It can't reproduce a Statement of Demands and Needs, but it did enough to let Mr E know it had made the changes. It sent him a Certificate of Motor Insurance.
- Mr E didn't say the information about the car registration was incorrect by 14 days until after he received the screenshots. He didn't mention the error in his original email.
- It's unfair of me to point the finger at Hastings – nor is it exclusive to Hastings – to explain the importance of a customer providing accurate information.
- I've removed all responsibility from customers to provide accurate information. If Mr E had checked his details before he bought his policy, none of the errors would have been recorded and he wouldn't have had to make a complaint.

Hastings' notes show Mr E called it to buy his policy as he wasn't able to buy it online. So I asked Hastings to provide the call recording. And I asked Hastings if it had sent Mr E screenshots before the adjudicator did.

Hastings said it was referring to the screenshots is sent to the adjudicator, as it's not standard practice to send screenshots to a customer. It's provided a recording of the sales call.

So the matter has been passed back 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've decided to uphold it.

Mr E received a Statement of Demands and Needs from Hastings along with his Statement of Insurance, Certificate of Insurance and his policy booklet. Hastings made it very clear to Mr E that these documents were important and there were potentially serious consequences if any of the information was incorrect. I agree this is something insurers and brokers explain to all customers. But my decision is about Mr E's complaint to Hastings.

Mr E told Hastings the following was incorrect:

- He obtained his full UK driving licence in November 2000. His policy showed he got it on 15 February 2001.
- His telephone number was listed as his work number when it was his home number.
- He bought his car on 25 April 2009, not 1 April 2009.
- The purchase price of his car was wrong.
- The estimated value of his car was wrong.
- An earlier claim was incorrectly recorded as his fault and his No Claims Bonus was affected.

For the first four points, Hastings said the information prepopulated from the information Mr E gave under the comparison website. Some fields didn't identically transfer over because the questions were slightly different between the comparison website and Hastings' own questions. So the answers Mr E gave didn't always match exactly.

For the estimated value, it said this was something Mr E could've updated himself. And Hastings said it checked his claim against the Central Underwriting Exchange (CUE). So it took the information from there. Now that Mr E had provided proof the information on CUE wasn't correct, it had updated this information.

Mr E also asked why the phrase "OTHE" was written on his policy document. But Hastings didn't answer this point (the adjudicator has).

Hastings said Mr E could've checked the information once he was transferred to their website. The screenshot of an example online journey Mr E would have been taken through shows a box for Mr E to tick. This was his agreement that he'd read all of the policy documents including the key facts before he agreed to buy the policy.

It also shows a quote summary for Mr E to check. But the summary didn't include the details Mr E said were incorrect. And as Mr E didn't complete his application online, he couldn't have ticked to agree all the information was correct online.

So I don't think its fair for Hastings to rely on the online agreement – as Mr E bought his policy over the phone.

When Mr E called Hastings to buy the policy, the agent asked Mr E about his claims history as she believed this was the reason why he couldn't buy his policy online. She explained he had a claim recorded against him as a fault claim. Mr E had proof it had been settled with all costs being recovered from the other driver's insurer. So she said once he sent that proof to Hastings, it could change his policy and reduce his premium from £196.23 to £187.50.

Having listened to the call, I think Hastings was reasonable to set up Mr E's policy with the claim details as they were recorded on the Central Underwriting Exchange database. So I don't think it made a mistake here. And it updated Mr E's policy when it had the correct information about the claim in question.

However, the agent didn't check any other questions with Mr E. And the online journey example doesn't show me the questions it asked Mr E. So Hastings hasn't shown me that Mr E was given the opportunity to check the questions again when he tried to buy his policy online on their website.

Hastings says Mr E didn't complain about the vehicle registration date in his original complaint. I think there's some confusion here. Mr E initially complained that the date he got his full licence was recorded incorrectly as he passed his test in November 2000, not February 2001. He didn't specify the date in November to Hastings.

When he received Hastings' screenshots from the adjudicator, he saw it had updated his licence date to 1 November 2000, when he'd actually passed his test on 14 November 2000.

I know the difference in date isn't significant and wouldn't have affected Mr E's policy. So I can understand why Hastings didn't ask Mr E for the date in November, and changed it to 1 November. But I can also see why Mr E has raised it – because it's not the correct date on the screenshot. And Mr E couldn't have known whether the difference was significant or not.

Hastings said the differences were minor and wouldn't have affected the rating of his policy. But as I've said, Mr E couldn't have known this. As the first time Mr E saw the screenshots was after he brought his complaint to us, I don't think it's reasonable for Hastings to expect Mr E to have raised the discrepancy before then.

Hastings said it updated Mr E's policy with the changes and asked him to check it online. Mr E checked online. But Hastings had only updated the Certificate and Schedule of Insurance. It was the Statement of Demands and Needs that set out the information that was previously incorrect. Hastings didn't send Mr E this updated document.

Given the importance Hastings weighed on Mr E providing accurate information, I don't think it did enough to show him it had updated his policy. The consequences are potentially serious for Mr E if any information is incorrect. Hastings could cancel his policy due to misrepresentation, or decide not to meet a future claim. So I can understand Mr E has been very worried and frustrated with the way his complaint was handled. I think Mr E has shown he's been diligent about the details being correct under his policy.

Hastings didn't answer all of Mr E's complaint. And it said it can't reprint updated documents for Mr E because it's a system generated document than can't be amended. But I don't think that's fair to Mr E. And I think it's reasonable for a business to be able to provide its customer with a replacement document when the original one is incorrect. So I think Hastings should provide Mr E with an updated Statement of Demands and Needs showing the changes because it's the details in this document that Hastings has relied on to provide a policy for Mr E.

The screenshots were Mr E's first opportunity to be able to check if Hastings had made the changes to his policy. So I don't think Hastings did enough to show him it had updated his policy. I think Hastings was unreasonable to Mr E and caused him unnecessary worry and upset. For this I think it should pay Mr E £100 compensation.

my final decision

For the reasons I've given above, my final decision is that I uphold this complaint. I require Hastings Insurance Services Limited to do the following:

- Send Mr E a revised Statement of Demands and Needs showing all changes have been made.
- Pay Mr E £100 compensation for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 1 December 2016.

Geraldine Newbold
ombudsman