

complaint

Mr V's complained that Hastings Insurance Services Limited mis-sold his motor insurance policy as it didn't provide him with motor legal expenses cover.

background

Mr V bought his policy online through a comparison website that re-directed him to Hastings' own website. He claimed on his policy after his car was written-off in an accident. Mr V also wanted to claim for uninsured losses and thought his insurer should cover the solicitor's fees he'd been charged while doing so.

As Mr V's policy didn't provide him with legal expenses cover he complained to Hastings that it has mis-sold him his policy. He said he'd added legal expenses cover when he bought his policy. And he'd had calls with Hastings before buying his policy where he'd talked about wanting legal expenses cover.

Our investigator didn't agree that Hastings had mis-sold the policy. He said the screenshots from when Mr V bought his policy showed he'd had the option to add on legal expenses cover and the policy documents showed it wasn't provided. He'd listened to the calls and didn't think legal expenses cover was mentioned. Mr V didn't accept our investigator's view and asked for an ombudsman's decision.

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 not to uphold it.

Hastings sold Mr V his policy online on a non-advised basis. That means it had a responsibility to provide information that was clear, not misleading and give Mr V enough information to decide if it was suitable for him.

Hastings said it's not possible to select legal expenses cover from the comparison website and so it's something Mr V would have needed to add when he was redirected to its website. I've seen screenshots of Hastings' website which Mr V would have seen when buying his policy. There's an option to upgrade to premier cover which includes legal expenses cover as well as some other benefits. There's also an option to add legal expenses cover separately.

Mr V's statement of demands and needs has a list of 'optional additions' that show whether or not he selected the additional cover. Next to legal expenses cover it says Mr V isn't covered. So although Mr V might think he selected motor legal expenses I don't think he did. I think it's quite clear in the policy document that legal expenses wasn't added and I haven't seen anything to show Mr V contacted Hastings to say this was wrong.

I understand Mr V said Hastings hadn't sent him a copy of his policy. But Hastings said it was available for him to view on the portal. And I haven't seen anything to show Mr V contacted Hastings to say he didn't know how to access the documents. So I'm satisfied Hastings made them available.

I've listened to two calls Hastings has been able to locate that took place before Mr V bought his policy. I haven't heard anything in these calls that relate to him wanting legal expenses cover. I understand Mr V thinks there are more calls but I don't think that matters to the outcome of my decision. That's because Mr V bought his policy after these calls and I'm not persuaded he added the cover when he bought his policy - which he'd still have needed to do.

Overall, I'm satisfied Hastings clearly gave Mr V the option to add legal expenses cover to his policy and he didn't do that. So I don't think Hastings mis-sold Mr V's policy and it doesn't need to pay his solicitors' costs.

my final decision

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 V to accept or reject my decision before 6 August 2018.

Sarann Taylor
ombudsman