

complaint

Ms M complained about Hastings Insurance Services Limited's handling of her car insurance policy and roadside breakdown cover.

Reference to Hastings includes their agents.

background

Ms M took out car insurance with Hastings in February 2013. Included as an automatic add on was "Hastings Direct Roadside" breakdown service. The policy automatically renewed every year. The policy terms said, in the event of a breakdown, if the car couldn't be repaired at the roadside it would be recovered to a *"local garage (normally within 15 miles)"*.

Unfortunately, sometime in 2017, Ms M broke down when she was around 200 miles away from home. She called for roadside assistance. As the attending engineer was unable to repair the car he offered to recover it to a local garage. But Ms M wanted to be recovered either to her home or a garage near her home. The engineer refused because her policy didn't allow for that. After the engineer left Ms M called again and asked to be recovered to her home. As the original recovery agent wasn't available another recovery firm attended. Ms M was charged around £200 to be recovered back home.

Ms M complained saying the level of breakdown cover wasn't made clear to her. Hastings didn't uphold her complaint and said they hadn't done anything wrong. But they offered her £25 compensation for the time she was kept on the phone and £25 as a *"gesture of goodwill"*.

Ms M then complained to us and said:

- The breakdown policy wasn't sold to her properly in 2013.
- She wasn't made aware of the terms, specifically that she was only entitled to be recovered to a local garage within 15 miles from the breakdown.
- The policy terms and conditions weren't provided to her at each renewal.
- During a phone call with Hastings in February 2017, she asked if she had breakdown cover and she was told she did, but the terms and conditions weren't explained to her.
- Hastings were responsible for her having to wait six hours before she was finally recovered home.
- Hastings had agreed to pay the cost to have her recovered home.
- Hastings admitted fault by paying her £50 compensation.

One of our adjudicators looked into the complaint, but didn't uphold it.

As Ms M didn't agree with the adjudicator, the complaint has been passed 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. I appreciate this will be disappointing for Ms M, but I'm not upholding her complaint. I'll explain why.

In her complaint Ms M has made a number of detailed points and I've considered all those carefully. But in this decision I will focus on what I consider to be the key issues. My role is to decide if Hastings have acted in a fair and reasonable way, and in line with the policy.

the policy terms

The breakdown cover called "Hastings Direct Roadside" was automatically included when Ms M took out car insurance in 2013. The welcome letter sent to Ms M said the breakdown cover came under their "Optional Additional Products". The letter said the "optional additional products booklet" and the main car insurance policy booklet were enclosed. Both policy booklets contained the terms relating to the breakdown cover. It also said "*please check the enclosed documents carefully...*" and that she should call if she had any queries. On page 3 of the letter, under the heading of "Hastings Direct Roadside" it said Ms M was entitled to "*transportation to the nearest available garage (if your car can not be repaired)*". The policy booklet also said if the car can't be repaired at the roadside it will be taken to a "*local garage (normally within 15 miles)*". So I think Hastings did enough to bring the policy terms in relation to the breakdown cover to Ms M's attention when she initially bought her policy.

For the 2014 renewal Hastings sent Ms M a letter setting out the main details of her policy and confirmed "*breakdown cover*" was included. The letter specifically identified changes to the main car insurance policy terms and conditions. It said: "*We list below changes that have been made to our Policy Booklet after your policy started last year, and which affect your policy from the Renewal Date. Please keep this document with the Policy Documents you received when you took out your policy with us. If you have lost your Policy Booklet, the latest version is titled HD-PC-CPW 04/13 and can be downloaded from our website...*" So I think Hastings made it sufficiently clear that the original policy was still valid, save for the specified changes in the renewal letter and it directed Ms M to their website where she could get a further copy of the policy book if she no longer had the original one sent. Under a separate section headed "*Important changes regarding your optional additional products*", which specifically dealt with the roadside cover, it said: "*To make it easier for you to review the changes, we have included a copy of your new Optional Additional Products Booklet with your renewal pack and have listed the main changes by products below.*" It also says "*Please read the relevant section in your Optional Additional Products Booklet to understand the full cover*". Hastings dealt with the 2015 renewal in the same way as it did the 2014 renewal.

The 2016 and 2017 renewals were dealt with in a very similar way to the 2014 and 2015 renewals. The main difference was that in 2016 and 2017 the *Optional Additional Products Booklet* wasn't sent to Ms M, but instead she was directed to it through Hastings' website. The 2016 and 2017 renewal letters did also say Hastings would provide paper copies of the policies if Ms M wanted.

So I'm satisfied that Hastings either sent or made available to Ms M the relevant policy terms relating to the breakdown cover when she took out her policy in 2013, and during each of the renewal years 2014, 2015, 2016 and 2017. I don't think the policy terms were unusual or unfair, and I think the policy terms were sufficiently clear. So, I'm not upholding this part of the complaint.

phone call with Hastings in February 2017

I've listened to the call between Ms M and Hastings in February 2017 where. When renewing her policy she asked if she still had breakdown cover and Hastings confirmed she did. But she didn't ask for the terms and conditions to be explained. So I wouldn't have expected Hastings to go through them. I'm therefore not upholding this part of the complaint.

the six hour delay on the day of the breakdown

When Ms M called asking for assistance Hastings, who are the broker in relation to the breakdown cover, transferred Ms M to the underwriter responsible for carrying out the breakdown service. And that was the extent of Hastings' involvement in arranging the recovery. So I don't think Hastings did anything wrong. And I'm not upholding this part of the complaint.

Hastings' agreement to pay the cost of recovery

Ms M said that Hastings had agreed to pay the costs of the recovery but I think she's mistaken. Having reviewed all the available evidence I haven't found any record that Hastings agreed to pay for the recovery costs. The breakdown underwriter has said that no payment was agreed with Ms M on the day of the breakdown and any recovery costs would have been agreed with the recovery firm directly. I'm therefore not upholding this part of the complaint.

Hastings' payment of £50 compensation

Hastings offered Ms M £25 compensation for the time she spent waiting on the phone when she called them in February 2017. They also offered her an additional amount of £25 as a "*gesture of goodwill*". I think that was made clear in their letter in July 2017. I therefore don't find that by offering compensation for those specific issues that they accepted wrong doing in relation to the other matters Ms M is unhappy about. I'm therefore not upholding this part of the complaint.

my final decision

For the reasons set out above, I'm not upholding this complaint in.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 23 June 2018.

Mehmet Osman
ombudsman