

## **complaint**

Mr H is unhappy with how Advantage Insurance Company Limited, trading as “Hastings Direct” has handled a claim under his motor insurance policy.

## **background**

Mr H was involved in an accident in September 2015. He contacted Hastings Direct after to report this. Following the call Mr H was transferred to a different “accident management company” business which deals with “non-fault” claims.

Mr H says that he’s had problems with getting repairs to his car completed. And as a result he’s had to pay to get some of the repairs done – as well as incurring other costs while he wasn’t able to use his car. Hastings has said that until Mr H makes a claim on his policy it can’t get involved with sorting these issues out.

Mr H is also unhappy that his details were added to the Claims and Underwriting Exchange database (“CUE”). And he’s also complained about an error made by Hastings Direct involving the payment of his insurance premium. Hastings Direct has agreed to make a payment of £50 to compensate Mr H for this error. But Mr H says he doesn’t think this is a fair offer.

An investigator at this service looked into Mr H’s complaint. He didn’t think we could find Hastings Direct responsible for how the other business had handled things after Mr H had been passed to them. And he felt that because Mr H hasn’t made a claim on his policy yet, Hastings Direct had acted fairly towards him. Our investigator also thought that the offer made by Hastings Direct for the error with the premium payment was fair in the circumstances.

Mr H didn’t agree with the investigator’s assessment. So this complaint’s been passed to me for a 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.

Based on everything I’ve seen in this case I don’t think Hastings Direct has acted unfairly towards Mr H. So I haven’t upheld his complaint. I’ll explain why.

Mr H is unhappy with how the accident management company handled his claim – after his claim was passed to them by Hastings Direct. When looking at whether or not Hastings Direct’s acted fairly in this case I can only look at what it was required to do under its agreement with Mr H.

I’ve listened to the recording of Mr H’s call with Hastings Direct, made the day after his accident. In the call Mr H gave the business’ representative details of what had happened. The information suggested that Mr H wasn’t at fault for the accident. So as a result of this, the services of the accident management company were offered. The representative also explained that as it was a “non-fault” claim Mr H’s no claims discount would be protected. But they also said that if more information came to light the decision would be reviewed.

I've also seen a copy of a letter sent to Mr H following the call. This says that his claim will be handled by the accident management company. And it also says that Hastings Direct's file had been closed and that if Mr H has any queries he can contact the claim department.

Based on everything I've seen in this case I'm satisfied that Hastings Direct made it clear to Mr H that the claim would be handed by the accident management company because it was being treated as "non-fault". And I also think that it was made clear that Mr H could go back to Hastings Direct if things weren't progressing in the way he wanted.

The accident management company wasn't able to advance Mr H's claim, because the third party didn't accept liability. As a result, Hastings Direct says that Mr H can still make a claim on the policy to try and get the further repairs to his car completed – as well as to try and reclaim the money he's spent on getting the repairs done himself. So he's still free to do this.

I understand that Mr H is frustrated as he thinks he's acted correctly by reporting the accident to Hastings Direct. And that he wants the repairs to be paid for without making a claim. As explained above, from what I've seen I think Mr H was originally made aware that he didn't need to make a claim on his policy because it was being treated as "non-fault". But the situation's changed and this hasn't been accepted by the other party involved in the accident. So I don't think it's unreasonable for Hastings Direct to ask Mr H to make a claim on his policy before it's able to help to resolve the issues with his car. And I also don't think it would be fair to ask for it to look into his claim until he makes a formal claim under his policy.

Mr H has also said that he doesn't think Hastings Direct's offer – to compensate him for the error in automatically taking a payment for the premium – is fair. He's said that this could've potentially caused him problems. But I've seen nothing to suggest that automatically taking the payment from his account did cause any issues to Mr H. Hastings Direct's taken action to correct the issue and I think that the amount it's offered for the inconvenience caused by the mistake is fair. So I don't think it should pay anything more to Mr H for this.

Finally, Mr H has raised concerns about his details being added to CUE. It's standard practice for insurers to record information received when they get notified of a claim – regardless of whether or not the policyholder ends up making a claim or being found responsible for an accident. Mr H hasn't suggested to us that he thinks Hastings Direct's recorded incorrect information on the database. So I don't think I can say that it's acted unfairly by recording the notification.

In summary, I understand why Mr H doesn't feel like his claim's been progressed well. But from everything I've seen I don't think I can say that Hastings Direct has acted unfairly in how it's handled things. I'm satisfied that the offer it's made for its error is fair. And until Mr H makes a claim on the policy I don't think it would be fair to ask Hastings Direct to do anything else.

**my final decision**

My final decision is that I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 March 2017.

Adam Williams  
**ombudsman**