

complaint

Mr N complains that Hastings Insurance Services Ltd charged him a £35 amendment fee after it discovered that he had a non-fault claim that hadn't been disclosed. He would like Hastings to waive the fee.

background

Mr N arranged a motor insurance policy for his motor bike with Hastings after he visited a price comparison website. When Hastings discovered shortly afterwards that he had had a non fault claim that hadn't been disclosed, it increased the premium by £6. Mr N doesn't object to this. But he does object to the fee of £35 Hastings has charged for amending his policy.

The adjudicator recommended that the complaint should not be upheld. He said that if the price comparison site had failed to pass the information about the claim to Hastings, Mr N could bring a complaint against the website. But he was satisfied that information about the amendment charge was included in the policy's terms and conditions, which Mr N would have seen at the point of sale. He said that Hastings was entitled to make the charge.

Mr N didn't agree. He said he didn't have a contract with the price comparison site so he held Hastings responsible for any failure to pass on information about the claim which he had provided when asking for quotations on the price comparison website.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

When Mr N raised his complaint, Hastings asked the price comparison site to explain what information Mr N had provided when he went on it to look for a suitable policy. The website explained that there were four quotation requests in all. Two of these were renewals and did include the details of the non fault claim. Two of them didn't have that information. It was one of these that came through to Hastings and was the basis for the quotation it provided which Mr N accepted. Beyond that it is difficult to say how this discrepancy came about.

What is clear, however, is that details of the non fault claim were not given to Hastings at the time it provided its quotation and agreed to provide cover to Mr N. This was likely in my view to have happened because Mr N completed the request for the quotation without including the previous claim, perhaps he simply forgot to put it in.

Alternatively the information was provided by Mr N when asking for quotations, but not relayed to Hastings as it should have been. If this is what happened, Mr N still had the opportunity to put things right when he received the statement of fact on the day the policy was taken out. This asked him to check carefully that the information it contained was accurate. In the box marked "Claim details" it says "None". I find that even if the original misunderstanding originated from the price comparison website, Mr N was responsible for checking that the information on which Hastings had based its offer of cover was correct. I find that in failing to ensure that the statement of fact was accurate, Mr N did not exercise reasonable care. Accordingly I have concluded that he must bear some responsibility for the fact that the policy needed to be amended.

I agree with the adjudicator that information about the fee charged for any amendment was included in the terms and conditions of the policy provided to Mr N at the point of sale.

I am happy to accept that Mr N had no intention of concealing the non fault claim and that it was a simple oversight on his part. He accepts that Hastings was entitled to charge an increased premium once it was aware of this additional information about his claims history. But I am satisfied that Hastings was also entitled to make an additional charge for amending the policy, since the information about the non fault claim only came to light after the policy had been set up.

The fact that Mr N doesn't have a direct contractual relationship with the price comparison website doesn't stop him from pursuing a separate complaint against it should he wish to take matters further. Mr N made use of its services. This should provide a proper basis for any complaint about its failure to pass on information to Hastings. But that doesn't affect my finding here that there has been no error on the part of Hastings.

my final decision

For the reasons set out above, my final decision is that I do not uphold this complaint. It follows that I make no award against Hastings Insurance Services Ltd.

Melanie McDonald
ombudsman