

## **The complaint**

Mr A complains about how Hastings Insurance Services Limited trading as Hastings Direct (“Hastings”) administered his motor insurance policy.

## **What happened**

Mr A had a motor insurance policy arranged through Hastings, which is a broker.

His policy was due for renewal in November 2022. Mr A made a series of calls to Hastings around this time. One call was to ask it for a price to add his wife to the policy. Hastings quoted him a price, but the call terminated before it completed.

Hastings changed his policy renewal terms to include his wife at this higher premium. Mr A didn’t want this and asked that Hastings to renew at the previous, lower price without cover for his wife.

Hastings weren’t able to price match his previous quote. Mr A complained about a range of issues including call queuing time, Hastings’ service and that it couldn’t match the price.

Hastings said it would pay him £30 compensation. It later agreed to match the price it had quoted him when it understood his inconvenience and distress.

Mr A remained unhappy and brought his complaint to this service. He complains about the time he’s had to spend on the phone trying to sort out his renewal, the process which he’s found stressful, and the way Hastings dealt with his complaint. He asks for £350-£450 compensation

Our investigator looked into his complaint and upheld it. He said he thought Hastings’ service had been poor, but he thought the £30 compensation offered by it was enough and, because Hastings had also reduced its price to the level previously offered to Mr A by refunding him £69.40, he thought the total amount paid by Hastings was fair.

Mr A didn’t accept the view. He asked that his complaint was reviewed by an ombudsman, so it’s has been passed to me to make a decision.

## **What I’ve decided – and why**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Having read the file and listened to the calls between Mr A and Hastings, I’m not upholding Mr A’s complaint and I’ll explain why as I appreciate Mr A may find this disappointing.

I’ve made a timeline of the events during Mr A’s renewal:

15/10/22 – Mr A called and asked for a price match. Hastings offered a price of £452.90.

29/10/22 – Mr A called to ask for a price to add his wife. The call ended mid-way. Hastings

re-issued renewal adding his wife at a cost of £771.77.

29/10/22 – Mr A called back wanting to cancel the policy due to the cost. Hastings cancelled the policy.

29/10/22 – Mr A called back to say he wanted to renew the policy. Hastings quoted £522.30. Mr A asked for the £452.90 price quoted before. There was a conversation and the price changed a few times. The final price was £511.09. Mr A ended the call.

29/10/22 – Mr A called and asked to go ahead. The price was £522.30.

29/11/22 – Hastings' complaints team called Mr A about his complaint and the premium.

30/10/22 – Hastings called Mr A about another matter.

01/12/22 – Hastings called Mr A and said it was upholding his complaint about its service. It offered £30 compensation. Mr A said he wasn't happy with this and said he would have got the lower price if Hastings' original call handler hadn't changed the policy.

About a month later, having investigated his complaint further, Hastings agreed to price match the price he'd originally been offered. It refunded £69.40 to Mr A.

I've listened to the calls between Mr A and Hastings and I can hear that he asks for the quote for his wife, but doesn't ask to go ahead with it. When the call ended, Hastings' call handler then seems to have updated his renewal to include cover for her.

I can understand why Hastings' call handler did this, as the call ended ambiguously, but I also think it's fair to say it should have checked with Mr A whether this is what he wanted to do.

Ultimately, Hastings agreed to refund Mr A £69.40 to mean that the premium he ended up paying was the same as he'd been quoted. So I think Hastings' response was reasonable and Mr A isn't out of pocket.

Mr A has explained that he's not happy that Hastings' system effectively invalidates older quotes when a new price has been quoted. This service isn't the regulator and we can't tell a company how to run its processes. Mr A is obviously aware that the marketplace is open for him to choose from if he's not happy with one particular provider's way of doing things. I say this because I can see his original approach to Hastings about renewal was to ask if it would price match another company at a lower price.

I've thought about the amount of compensation Hastings offered Mr A for his inconvenience, which was £30. Having looked at the details of the calls, I can see Mr A made a significant number of them to Hastings, and they lasted for more than 90 minutes in total. The later calls from Hastings to him were mainly because of the complaint he'd made.

I know Mr A has asked for compensation of £350-£450 for the time he'd spent trying to get this resolved. But it's not our role to punish a business but to look to put things right when something has gone wrong.

I'm pleased he has received his refund so that his premium is the original agreed amount, and I can see he did have to take time out of his schedule to get this resolved. But taking everything into account I think the impact of this was limited and I think Hastings' offer of £30 compensation is fair.

**My final decision**

Hastings Insurance Services Limited has already made an offer to pay £30 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Hastings Insurance Services Limited should pay Mr A £30 if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 October 2023.

Richard Sowden  
**Ombudsman**