

The complaint

Mr A and Mrs A complain that Hastings Insurance Services Limited failed to transfer over the free insurance excess reimbursement benefit to their new policy after a change to the policy and they would like it reinstated.

What happened

Mr A and Mrs A took out multi car policy through a comparison website. On the website there was an offer which provided a free excess reimbursement benefit if the policy was purchased through them.

After purchasing the policy, Mr A realised he needed to change the policyholder on one of the policies to Mrs A in order to retain her no claims discount.

Mr A contacted Hastings to make the amendment and they were unable to do this without cancelling the policy and starting a new one. The cancellation resulted in the cancellation of the excess reimbursement benefit which was provided by the comparison website.

Mr A and Mrs A complained about the loss of this benefit as they understood that everything would be transferred over – which they think should have included the excess reimbursement benefit.

In their final response Hastings said that they have no knowledge of what incentives are provided by comparison websites which are exclusive to them and administered by them and so they can't be responsible for the loss.

Mr A and Mrs A were unhappy with Hastings response and brought their complaint to us.

One of our investigators has looked into Mr A and Mrs A's complaint and he has thought that Hastings had made no error and couldn't be responsible for the loss.

Mr A and Mrs A disagreed with the investigators view and so the case has come to me to review.

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.

Hastings have explained that the excess reimbursement benefit was a campaign provided by the comparison website as a reward for using them. They had no knowledge of the campaign and it wasn't provided by them or part of their policy. It was provided by the comparison website.

When Mr A rang Hastings directly to amend his policy, Hastings explained that they would have to cancel the policy that he had just taken out and incept a new one to change the driver name. I have listened to this call and I'm satisfied that this was clearly explained to Mr

A, and also that there was no discussion of the excess reimbursement benefit during that call.

I appreciate that Mr A and Mrs A may have used the comparison website because of the incentive provided, and that they will understandably be upset about having lost that benefit as a result of the cancellation of the policy. However, I can't say that Hastings have done anything wrong here, as this benefit wasn't part of their policy and Mr A and Mrs A chose to make the amendment to the policy after it had started.

As I can't see that Hastings have done anything wrong here, I'm unable to ask them to do anything to compensate Mr A and Mrs A. This is really an issue between Mr A and Mrs A and the comparison website which is not in our jurisdiction.

My final decision

I am not upholding Mr A and Mrs A's complaint and so Hastings Insurance Service Limited don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 4 October 2023.

Joanne Ward
Ombudsman