

## **The complaint**

Mr C complains about how Hastings Insurance Services Limited administered his motor insurance policies for his motorcycles.

## **What happened**

Mr C was unhappy that Hastings renewed his policy for a motorcycle when he'd asked for it not to be renewed. He'd already taken out a new policy and so he was dual insured. Mr C was also unhappy that Hastings debited the premium for another policy an additional ten times. He said this left him overdrawn when he had to pay a deposit for a flat and send money to his family.

Hastings agreed that it had made mistakes. It refunded the premium, with interest, for the policy it had wrongly renewed. And, when Mr C pointed it out, it also refunded the premium, with interest, for the previous year when the policy should not have been renewed. Hastings also reimbursed Mr C for its multiple debits. And it paid him £300 compensation for his trouble and upset.

Our investigator didn't recommend that the complaint should be upheld. She thought Hastings had made mistakes. But she thought it had corrected these promptly when they were pointed out, refunded Mr C appropriately, and paid him sufficient compensation.

Mr C was unhappy that Hastings was oblivious to its errors for two years until he pointed them out. He wanted a further £200 compensation. Mr C asked for an ombudsman's review, so his complaint has come to me for a final 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.

I can understand that Mr C feels frustrated that Hastings didn't identify the errors it made, and that he had to point them out. When a business makes a mistake, as Hastings accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the errors had on the consumer.

I can see that when Mr C pointed out that the multiple debits had been taken from his account Hastings acted promptly to fix this. It refunded the money five days after it took it by mistake. And it waived its cancellation fee as Mr C decided not to go ahead with the renewal.

Mr C also had to point out the two unneeded renewals to Hastings. It then refunded his premiums, adding interest and deducting tax as required by HMRC.

So I think Hastings acted promptly to restore Mr C's position when it became aware of the problems. Hastings made good the financial losses caused by its errors. I think this is in keeping with what we'd expect in this situation.

Hastings also considered the impact the errors had on Mr C. Mr C said that the multiple debits made his account overdrawn. He said he then had trouble making a rental payment for his flat and he wasn't able to send money to his family. But I can see that Mr C's estate

agent contacted him two weeks after he had received the refund from Hastings. So I can't reasonably say that Hastings' error had an impact on his ability to pay his rent.

Hastings offered Mr C £300 compensation for the inconvenience caused by its errors. I think this was very fair and reasonable in the circumstances. I can see that Mr C wants Hastings to pay him £200 more. But I think its offer of compensation is sufficient in the circumstances and I don't require it to increase this.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 13 September 2021.

Phillip Berechree  
**Ombudsman**