

The complaint

Mr M complains that Hastings Insurance Services Limited renewed his motorcycle insurance policies after he asked it to stop the auto-renewal. He wants an apology and compensation for his stress and its poor service.

What happened

Mr M's policies for his motor bikes were due for renewal and Hastings sent him its auto-renewal notification. Mr M tried to cancel these through his online account, but this wasn't successful. So he sent Hastings emails. It responded saying that he would need to call it to cancel the renewals. Mr M didn't call, and so the policies auto-renewed. Mr M was unhappy with this and said he felt bullied into renewing his policies with Hastings.

Our Investigator didn't recommend that the complaint should be upheld. She thought the policy booklet, the Insurance Product Information Document (IPID) and the policy summary all explained that the policy would auto-renew, and that Mr M could cancel this through his online account or by calling Hastings. She thought this was fair and reasonable and that Hastings had explained to Mr M that he couldn't cancel by email. So she thought it wasn't unreasonable for Hastings to renew his policies.

Mr M replied that he wanted his complaint reviewed by an Ombudsman, so it's 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 see that Mr M is adamant that Hastings should have followed his email instruction to cancel the renewal of his policies. But I don't agree. And I'll now explain why I think this.

I think it's been established that Mr M's policies were set for auto-renewal. He'd agreed this when he'd taken out the previous year's cover. We think this is positive as it can prevent consumers from being unintentionally uninsured. But we also think it should be made clear how consumers can opt out of auto-renewal if they no longer want the cover.

I've looked at the various policy documents sent to Mr M and I think Hastings makes it very clear what he must do to cancel the auto-renewals. He has the options of either cancelling the policies through his online account or calling Hastings. I can see that Mr M suspects that this is so Hastings can persuade him to renew his cover. But I think this is standard industry practice. And so I can't say that this is unfair or unreasonable.

Mr M unfortunately couldn't cancel through his online account. And so he emailed Hastings to cancel the renewals. But Hastings said this wasn't acceptable and he would have to call to cancel. The reason for this is so that Hastings can ensure that it is Mr M who is asking for the cancellation and to prevent any errors.

Again, I think this is standard industry practice. I think it's also Hastings' business decision and it's not something that this service would normally interfere with as it is a legitimate exercise of its commercial judgement. And so I can't say that it is unfair or unreasonable.

Mr M thought he didn't need to call Hastings to cancel his renewals. And so they renewed, as he was told they would be. I can see that Mr M was upset by this. But I think Hastings had clearly explained what he would need to do to stop the renewals, but he didn't do this.

When Mr M sent in further emails Hastings said it was satisfied that data protection requirements had been met and Mr M's intentions were clear, so it cancelled the policies and removed any balances outstanding. So Mr M didn't incur any losses. I can't say that Hastings acted incorrectly. And so I think Hastings doesn't need to do anything further.

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 M to accept or reject my decision before 23 March 2022.

Phillip Berechree
Ombudsman