

The complaint

Miss G complains that Hastings Insurance Services Limited (Hastings) provided her with faulty equipment and a poor standard of service, which resulted in it unfairly cancelling her motor insurance policy.

What happened

Miss G agreed a telematics policy with Hastings. This meant she had to attach a device referred to as a 'tab' to her car windscreen or dashboard. She says the tab was linked to her phone and this then sent data to Hastings about her driving. Miss G says the tab wouldn't stick, so she placed it in a 'pocket' next to her steering wheel. She says there were limited instructions provided with the tab, and it didn't tell her that she couldn't position it as she had.

Miss G noticed her driving score was zero when checking the app on 22 August 2023. She emailed Hastings as she wasn't able to call because it's contact centre isn't open outside of her working hours. She received a generic response advising the matter had been passed to an agent. Miss G says she didn't receive any further response back. She called on 23 and 25 August and was told her low score was because the device was loose. She says she was rudely told by Hastings's agent to go and buy her own sticky pads.

Miss G says the pads provided were flimsy and didn't stick. She was told that her policy wouldn't be cancelled, and she'd have time to improve her driving score. Miss G says she emailed Hastings again on 29 August 2023 to confirm her low score was due to an installation issue. She says that she was again told that she would be allowed time to improve her score. Miss G says she received a response telling her to use Sellotape to fix the tab to her car. She says once the tab was fixed correctly her score increased significantly. But her policy was still cancelled.

Hastings sent two final complaint responses to Miss G. It told her that the sticky tape on the tab is "quite strong" and normally sticks unless it's moved around or tampered with. When Miss G called on 23 and 25 August 2023, Hastings says she was told to buy some tape. This was to ensure the tab wasn't moving around whilst driving, as this could affect her score. Hastings wrote to Miss G on 31 August confirming cancellation of her policy as her score had, "dropped to 30 or below". It maintained it had acted appropriately.

In its second response Hastings says it had listened to call recordings in light of Miss G's comments that communication was poor. It says it didn't consider its agents had been rude or unhelpful. But rather provided Miss G with the correct assistance. It says if she had issues setting up the tab device, it would have been happy to assist. Hastings told Miss G that even if she had improved her score, this would have been too late once it had reached 30 or below. It says the cancellation was processed correctly and Miss G is liable for the time she was on cover.

Miss G didn't think Hastings had treated her fairly and referred the matter to our service. Our investigator upheld her complaint. She says our service considers it fair for an insurer to allow its customer a reasonable opportunity to correct driving behaviours before cancelling a policy. She wasn't satisfied that Hastings had provided enough information to show it'd done

this in Miss G's case. She says the business hadn't provided information to disprove Miss G's concerns that its agents had been rude and unhelpful.

In light of this our investigator says Hastings should refund the £90.70 Miss G was charged. It should also remove the cancellation record and pay £100 compensation for the distress and inconvenience caused.

Miss G accepted this outcome. Hastings didn't. It says it warned her about the cancellation. It also said it would provide recordings of its phone calls with Miss G.

I issued a provisional decision in August 2024 explaining that I was intending uphold Miss G's complaint. Here's what I said:

provisional findings

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

Having done so my intention is to uphold Miss G's complaint. Let me explain.

Miss G's complaint about Hastings and her insurer was initially handled under one reference by both Hastings and by our service. However, Miss G's insurer is responsible for the cancellation of her policy not Hastings. A separate complaint has been set up to deal with that issue. I won't comment further on that here. The complaint about Hastings, acting as Miss G's insurance broker is about rude and unhelpful customer service. This is what I've focused on here.

We expect Hastings to provide an effective service and to treat its customers fairly and respectfully. I've considered whether it did so in Miss G's case.

I've read the second complaint response Hastings provided dated 26 September 2023. This is where it deals with the issues about rudeness and unhelpful customer service. In this letter Hastings says it's listened to the call recordings. But it doesn't specify which calls it's referring to. There are a number of calls that took place with Miss G from the call log Hastings provided to our service.

In her submissions to our service Miss G highlights the calls that she made on 23 and 25 August 2023 where she refers to being spoken to in a blunt and unhelpful manner. Presumably these are the calls Hastings is referring to. But again, this isn't made clear.

In its response Hastings says that it didn't identify any of its agents being rude or unhelpful. But rather it says that the agents Miss G spoke to assisted her correctly.

Our investigator asked Hastings to provide copies of the call recordings it listened to. It responded to say that due to the time elapsed these recordings had been archived. It agreed to provide this information but explained it may take a few days. No information was received so, we chased for a response. There has been no further contact from Hastings after this.

I can't reliably ascertain what was discussed or the manner in which it was said without listening to the call recordings. They clearly exist as Hastings listened to them, and it confirmed it was able to retrieve this information from its archived data. Miss G has a strongly held view that she was spoken to rudely and that Hastings' agents failed to provide her with reasonable assistance. I have no reason to doubt what she says.

Hastings could reasonably provide evidence to settle this point. As it hasn't done so I think a

fair outcome is for it to compensate Miss G for the distress and inconvenience its substandard customer service caused. Miss G has clearly been upset as a result of the interactions with Hasting's agents. She's also felt frustrated and unsupported when trying to resolve the issue she had when installing the telematics device. Because of this I think it's fair that Hastings pays Miss G £100 compensation.

As discussed Miss G's complaint about Hastings and her insurer were considered by our service under one reference. The £100 compensation payment our investigator considered fair, was to acknowledge issues caused by both Hastings and the insurer. I think £100 compensation is fair to acknowledge the rudeness and unhelpful customer service. But as this differs from what our investigator said, it's fair that both parties have the opportunity to consider my findings and respond.

I said I was intending to uphold this complaint and Hastings should pay Miss G £100 compensation.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Hastings responded to say it accepted my provisional findings.

Miss G didn't respond.

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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

My final decision is that I uphold this complaint. Hastings Insurance Services Limited should:

- pay Miss G £100 for the upset and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 30 September 2024.

Mike Waldron
Ombudsman