

complaint

Mr N complains that Hastings Insurance Services Ltd mis-described his motorcycle insurance policy and took a payment after it had lapsed.

background

When he took out the policy, Mr N had two motorbikes. Hastings later said he could not add a third machine onto the same policy. He complained after he declined to renew it but Hastings took an instalment payment of about £18.

The adjudicator did not recommend that the complaint should be upheld. He did not conclude that Hastings misrepresented the policy to Mr N. The £18 was a legitimate payment for a different policy for a car, the adjudicator said.

Mr N disagrees with the adjudicator's opinion in part. He says that "*multi*" means more than two.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen some literature from Hastings which uses the plural in the phrases:

"Multi-Bike – savings available on additional bikes" and

"you should tell us about ... A change of vehicle (including extra vehicles)".

I accept that – in this context – "*multi*" suggests two or more. But I consider that Hastings was referring generally to many customers and their additional bikes.

I have also seen a statement of insurance which has two completed boxes headed "*Bike 1*" and "*Bike 2*" and a third blank box headed "*Bike 3*".

But my role is to look at Mr N's case individually. And I do not consider that he was misled. I will explain why.

Mr N says that he got the quote online. I find it likely that Hastings made available some answers to frequently asked questions including the following:

*"What are the terms and conditions for qualifying for a multi bike policy?
As the policy holder you must:*

*Propose no more than 1 additional motorbike.
Both motorbikes must be kept in a locked garage at your home address overnight.
The combined value of both motorbikes must be no more than £20,000."*

And – from the recording of the call when he took out the policy – I accept that Mr N did not tell Hastings that he was intending to buy a third bike. So I do not conclude that Hastings ought reasonably to have known that the policy was not suitable for his needs and requirements.

Mr N was disappointed when he could not add a third bike – and benefit from his no claims discount. He says that he insured it with another provider. And Mr N decided not to accept Hastings' renewal invitation after Hastings again declined to add the third bike.

Mr N has not challenged the adjudicator's finding that the £18 was correctly charged under a different policy for a car.

Overall, I do not conclude that it would be fair and reasonable to order Hastings to reimburse or compensate Mr N.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against Hastings Insurance Services Ltd.

Christopher Gilbert
ombudsman