

## **complaint**

Mr W complained that Hastings Insurance Services Limited didn't tell him that an additional policy excess applied to the helmet and leathers insurance under his motorcycle insurance policy.

## **background**

Mr W made a claim following a motorcycle accident. He had two separate policies. One was for his motorcycle, with a policy excess of £150. The other policy was for his helmet and leathers, with an excess of £50.

But Mr W said that Hastings hadn't told him this when he bought his insurance. He didn't know that his helmet and leathers insurance was on a separate policy. He said that it wasn't clear from the policy information, which showed his excess as £150. He wanted them to refund the £50 excess. Hastings disagreed and so Mr W brought his complaint to us.

The adjudicator recommended that his complaint should be upheld. She thought that Hastings had sent Mr W ambiguous information about his insurance, and that they should refund him the £50 excess.

Hastings didn't agree and so his complaint has been passed to me to decide.

## **my findings**

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

Mr W bought his insurance via a comparison website. Hastings said that the website showed the £50 excess. They also sent him a policy information pack. It included the policy, and an additional products booklet which stated that the £50 excess applied to any claim for helmet and leathers. However I think that it's necessary to look at the information overall.

At the start of the information pack there is a "policy details" letter. It contains a table which says "*Helmet and leathers... Included.*" Underneath that it says "*Compulsory excess ..... Included £150.*"

The information pack also contains a Statement of Demands and Needs. That refers to helmet and leathers cover as being included and states that the policy excess is £150. Neither of these documents mentions that the helmet and leathers insurance is an additional product or that any additional £50 excess applies.

The Statement of Demands and Needs document does say "*For details of all other Excesses..., please refer to your Schedule and Policy Booklet.*" But the policy schedule and booklet don't mention the £50 helmet and leathers excess either.

Hastings says that it's correct that the policy schedule doesn't mention it, because that schedule is for the motorcycle policy and the £50 excess doesn't apply to it, but to the other policy. But I think that misses the point. I think that the policy information is ambiguous overall, and that it does give the impression that the helmet and leathers insurance is included in the motorcycle policy and the total excess is £150. So I don't think that it's fair or reasonable for Hastings to charge Mr W the £50 policy excess, and I think that they should refund it to him.

**my final decision**

For the reasons I've given above it's my final decision that I uphold this complaint.

I require Hastings Insurance Services Limited to refund Mr W the £50 policy excess, adding interest at 8% simple per year from the date they charged him it to the date they refund it to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 February 2016.

Rossllyn Scott  
**ombudsman**