

## **The complaint**

Mrs H complains Dayinsure.com Limited mis-sold her a learner driver motor insurance policy.

Mrs H has been represented for the complaint by Mr J. For simplicity in places I've referred to his comments as being those of Mrs H.

## **What happened**

In February 2023 Mrs H took out a learner driver insurance policy. It was sold and arranged by Dayinsure. Dayinsure was acting on behalf of the provider of the policy when doing so. I'll refer to the provider as 'the Insurer'. The next day the insured car was damaged when Mrs H accidentally hit a wall. She was accompanied in the car by Mr J at the time.

A claim was made to the Insurer for the damage to the car. But it declined the claim. It said Mr J didn't meet the policy's criteria for an accompanying driver. He held a European issued driving licence. But he didn't, as is required by the policy, hold a UK driving licence.

Mrs H, represented by Mr J, complained to the Insurer. He said the law allowed him to accompany a learner driver. He added an advert had said he could. He felt there had been discrimination and that equality legislation had been breached.

The Insurer considered the complaint to be about the sale of the policy – so passed it to Dayinsure. Dayinsure issued a complaint response. It said as the sale was non-advised Mrs H was responsible for ensuring the cover met her needs. It said she had agreed to acceptance criteria during the sale. That criteria included the requirement for her to be accompanied by a driver aged 25-75, who had held a current UK driving licence for at least three years. Dayinsure didn't accept there had been any discrimination.

Mrs H wasn't satisfied, so referred her complaint to the Financial Ombudsman Service. She said the cover was purchased after seeing an advert that said accompanying driver must have a full licence – but the advert didn't include the 'UK licence' requirement.

Our Investigator felt Dayinsure, during the sale of the policy, had provided clear and fair information about the accompanying driver criteria. She wasn't persuaded the policy had been mis-sold. So she didn't recommend Dayinsure do anything differently. As Mrs H didn't accept that outcome the complaint was passed to me to decide.

For clarity this decision only looks at the sale of the cover. It doesn't consider the Insurer's decision to decline the claim under the accompanying driver criteria. Any complaint about that should be directed to the Insurer.

Neither does this decision consider Mrs H's point about the accompanying driver criteria being discriminatory. I've explained to her that that criteria is set by the Insurer. So it wouldn't be appropriate for me to consider it in this complaint against Dayinsure.

## 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 this is an informal service I'm not going to respond here to every point or piece of evidence Mrs H and Dayinsure have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

The sale happened online. It was a non-advised, information only sale. In those circumstances firms are required to provide clear, fair and not misleading information about the cover. That's so the potential customer can make an informed decision about its suitability for them. I've considered if Mrs H was provided with good enough information, by Dayinsure, about the accompanying driver criteria.

The acceptance criteria for the learner driver policy is: the driver must be accompanied by a driver aged 25-75, who holds a current UK driving licence and has done so for at least three years. The criteria, particularly the UK licence part, is central to this complaint. So I've considered how it was communicated to Mrs H during the sale.

Dayinsure provided evidence of the web journey Mrs H would have seen when taking out the cover. It showed that to proceed with the application she was required to affirm that she met the policy conditions. At the top of the relevant section was the heading – 'To be eligible for cover you must meet the acceptance criteria'. Below that, but before the affirmation requirement, the list of conditions included the accompanying driver UK licence criteria - as set out above.

Dayinsure explained that after the sale Mrs H was sent a link to her policy documents. I've seen that the accompanying driver criteria was set out in both the policy summary (IPID) and schedule. It was also referred to in the policy certificate.

Having considered all the above, I'm satisfied Dayinsure did enough to provide Mrs H with clear, fair and not misleading information about the requirement for an accompanying driver to hold a UK licence.

Mrs H referred to a Dayinsure branded advert she had seen before taking out the cover. She said that didn't include any reference or requirement for a UK driving licence. I've considered the information she referred to, along with both her and Dayinsure's comments on it.

The information isn't strictly an advert – but is instead information, provided on Dayinsure's website, aimed at learner drivers. There are places where the information focuses on the legal requirements for learner drivers and accompanying drivers. That part doesn't include the UK licence requirement – as that isn't required by the law. The Insurer's UK licence requirement is explained on an additional page – reached via a weblink.

Overall, regardless of the information given on Dayinsure's website, I'm satisfied it did enough *during the sales process and in post-sale information* to make clear the UK licence requirement.

As set out above Mrs H was required to affirm that she met the criteria. So even if, having read Dayinsure's website information, she didn't understand its criteria, I'm satisfied it was set out clearly when she took out the cover. It's unfortunate that she didn't pick up on the requirement, but I can't fairly say that was due to any failure by Dayinsure.

**My final decision**

For the reasons given above, I'm not upholding Mrs H's mis-sale complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 25 July 2024.

Daniel Martin  
**Ombudsman**