The complaint

Miss G complains that U K Insurance Limited (UKI) declined to pay her claim on her motor insurance policy following an accident.

What happened

Miss G thought she was covered by her policy with UKI to drive her car. But when she had an accident, UKI said Miss G wasn't listed on the policy as a driver and her provisional licence didn't entitle her to drive the car. And so it declined to pay the claim. The car's owner then banned Miss G from further hire for four years. Miss G thought this was unfair as she was fleeing domestic violence at the time, and she hadn't understood the policy's terms and conditions due to her ADHD and dyslexia.

Our Investigator didn't recommend that the complaint should be upheld. She thought Miss G wasn't listed on the policy documents as a permitted driver for the car. She thought Miss G was the car's hirer. She thought Miss G could have called UKI to discuss this if she was unclear. And so she thought UKI hadn't acted unfairly when it didn't accept the claim.

Miss G replied that her ADHD and dyslexia hadn't been taken into account. She also said a police report would show that she'd been fleeing domestic violence at the time. As Miss G didn't agree, her complaint has 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 was sorry to hear about the hardship and the effect on her health that this matter has caused Miss G. I can understand that this has been a difficult time for her. I can't consider here Miss G's complaint against the car's provider as it's a separate business to UKI. The Investigator explained that Miss G would first need to complain to the provider directly. But I can consider Miss G's complaint that UKI wouldn't accept her claim.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

UKI said it had declined Miss G's claim because she wasn't listed on the policy documents as a permitted driver. And it also pointed out that as a provisional licence holder Miss G must always be accompanied by an eligible qualified driver when she was driving.

I've looked at Miss G's policy documents. Miss G was required to read and check that the policy schedule was correct when she took out the policy. On the schedule, Miss G is named as the *"Hirer"* and two other people are named as *"Permitted Drivers".* It then states:

"If you are the person to whom the vehicle is allocated and wish to drive, you must ensure that your name appears under the 'permitted drivers' section of the Certificate of Motor Insurance overleaf. If you are in any doubts as to who can drive, please telephone us…"

The Certificate then names the two permitted drivers again, but not Miss G. So I think it's clear that Miss G wasn't permitted to drive the car. And if she was unsure about this she could have called UKI for further clarification. Miss G told us that her different needs limited her ability to comprehend this information. But I think it was for Miss G, as for anyone, to obtain help and assistance to understand these requirements if needed.

Miss G also said that she had difficult personal circumstances at the time. But I can't see that the policy's terms and conditions make allowance for these. And I can't hold UKI responsible for Miss G's circumstances.

Looking at the policy's terms and conditions, on page 25 it states,

"We won't cover any loss, damage, liability or injury that happens while the vehicle is being: driven by anyone who isn't a driver, or who is listed as excluded, as a driver on the certificate of insurance."

And as Miss G wasn't a permitted driver on the certificate of insurance, then I can't say it was unfair or unreasonable for UKI to decline her claim on the policy in keeping with the terms and conditions. I don't require UKI 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 Miss G to accept or reject my decision before 20 August 2025.

Phillip Berechree
Ombudsman