

The complaint

Ms C complains that Aviva Insurance Limited (“Aviva”) mishandled her claim on her motor insurance policy.

What happened

Ms C was a learner driver with a provisional driving licence. So she could only drive on UK roads if she had a supervising driver with her.

Ms C’s mother had a driving licence issued in an EU country, not in the UK.

Ms C took out “*day insurance*” through an insurance intermediary for the period of seven days from 5 September 2024 to cover her to drive her mother’s car. Aviva was the insurer.

On 7 September 2024, Ms C was driving her mother’s car with her mother as supervising driver. Unfortunately, they reported that an incident had damaged their car and a third party’s vehicle.

Aviva said that its policy required Ms C to be accompanied by a driver aged 25 to 75 years who holds a full UK driving licence and has done so for the last three years.

In late January 2025, Ms C made a complaint.

By a final response dated 19 February 2025, the intermediary turned down the complaint.

By a final response dated 27 February 2025, Aviva turned down the complaint.

Ms C brought her complaint to us in mid-March 2025.

Our investigator didn’t recommend that the complaint against Aviva should be upheld. He thought that Aviva had acted reasonably.

Ms C disagreed with the investigator’s opinion. She asked for an ombudsman to review the complaint. Her father says, in summary, that:

- Ms C’s mother had long-term UK driving experience.
- EU licence holders have legal and practical equivalency with GB licence holders.
- Aviva’s requirement for a GB licence is stricter than the legal requirement. It is unreasonable and unfair when applied to an EU-licenced driver with substantial UK driving experience coupled with a very safe driving record.

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 accept that Ms C's mother had lived, worked and driven a car in the UK with her EU licence for many years. She was also a British Citizen.

From the screenshots, I accept that, in order to take out the policy, Ms C would've seen the following:

"Acceptance statements

Please confirm the statements below are true before purchasing. If you fail to provide correct information, it may void your policy or a claim may not be valid or paid in full.

About the vehicle...

About you...

About the use

You must be accompanied by a driver. The driver must be aged between 25 - 75 years and hold a full current GB driving licence... for at least last three years".

In order to take out the policy, Ms C had to click "Accept and continue".

So I'm satisfied that, before she took out the policy, Ms C had agreed that her supervising driver had to hold a full Great British driving licence.

The certificate of insurance included the following:

"PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE The Policyholder, providing they are accompanied by a supervising driver as stated on Your Schedule.

6. LIMITATIONS AS TO USE SUBJECT TO THE EXCLUSIONS BELOW

(a) Use for social, domestic or pleasure purposes.

(b) Use for travel to and from a place of paid employment.

EXCLUSIONS

...

(e) Use whilst the driver is not accompanied by a supervising driver as stated on Your Schedule."

The policy schedule headed "Your schedule" included the following:

"Limitations as to use

Use for social domestic and pleasure purposes.

Use for travel to or from a place of paid employment.

Use only when the driver is accompanied by a driver aged 25 to 75 who holds a full UK driving licence and has done for at least 3 years."

The policy terms included the following:

"General exclusions

General exclusions apply to the whole of your policy.

We will not pay for:

(1) Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:

(a) used otherwise than for the purposes described under the 'Limitations as to use' section of your certificate of motor insurance or

(b) driven by, or is in the charge of any person for the purposes of being driven who, or

- *is not described under the section of your certificate of motor insurance headed 'Person or classes of persons entitled to drive' ..."*

I don't consider that any of those terms are unfair terms. I say that notwithstanding that Aviva's terms were more restrictive than the legal requirement for supervision or than the requirements of some other insurers.

I don't consider that Aviva relied unfairly on those terms. Rather I consider that, as her mother didn't have a GB or UK licence but was accompanying and supervising Ms C on 7 September 2024, the policy didn't cover Ms C driving at that time.

So I don't find it fair and reasonable to uphold this complaint or to direct Aviva to do any more in response to it.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 15 December 2025.

Christopher Gilbert

Ombudsman