

## **The complaint**

Ms F complains that BISL Limited didn't tell her that her driving licence wasn't valid when it sold and renewed her motor insurance policies. She wants a refund of her premiums and compensation for her distress and inconvenience and the costs she has incurred.

## **What happened**

Ms F became resident in UK and the following year she took out a motor insurance policy through BISL. The sale was non-advised, and she told it she had a non-UK licence. The policy then renewed four times.

But Ms F found that her driving licence was only valid for one year from the date she became resident. So she had the expense of gaining a UK licence rather than swapping her foreign licence. Ms F wanted a refund of her premiums. And she said she had incurred costs to retake her licence and for alternative transport costs.

Our Investigator didn't recommend that the complaint should be upheld. He thought it was reasonable for BISL to rely on the information Ms F provided, including that she had a valid licence. So he couldn't say that BISL should have validated this.

He thought the insurer would have been obliged to provide cover for other drivers' claims against Ms F under the Road Traffic Act, and so it had been put at risk. But he thought Ms F could ask it to consider a refund of her premiums as BISL couldn't do this.

Ms F replied asking for an Ombudsman's review, so her complaint has come to me for a final decision. She wanted her premiums recalculated for third party only cover.

## **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.

Ms F has told us about the financial impact caused by her not having a valid driving licence. And she has also explained the effect this has had on her family. I acknowledge that this has been a stressful, and expensive, experience for her.

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

I can see that Ms F's policy requires her to provide accurate information. This is explained on page 1 of her policy booklet and also on the policy schedule:

*"It is important that the information you provide throughout the quote and duration of the policy is accurate. Failure to disclose correct and complete information to the best of your knowledge and belief may result in increased premiums, refusal of a claim or not being fully paid, your policy being cancelled or being made null & void and treated as if it never existed."*

And I can see that Ms F correctly informed BISL when she took out her policy that her licence was foreign. And this was restated on the renewal documents for four years.

Ms F thought BISL should have validated this and so she would then have been alerted that her licence needed to be exchanged for a UK licence. But I don't agree. I'm satisfied that it's standard industry practice for brokers to rely on consumers to provide accurate information about their circumstances, including their eligibility to drive.

So I wouldn't expect BISL to note that Ms F's licence was foreign and so not valid after her first year of residency. I think it was for Ms F to ensure that she had a valid licence. And this means that I'm satisfied that BISL wasn't responsible for Ms F's consequent expenses when she found out about her obligation to have a UK licence.

Ms F was concerned about what would have happened if she'd had a claim or been stopped by the police during the years she was driving with an invalid licence. Fortunately, nothing untoward occurred. And I can only consider actual rather than potential losses, so I won't consider this further here.

Our Investigator has already explained that if Ms F had been involved in an accident, then her insurer would have dealt with any third party claims under its duties under the Road Traffic Act. Ms F thought this meant that BISL should refund her the premium difference between comprehensive and third party only cover as she wouldn't have benefited from the full cover.

But I again disagree. BISL is the policy's broker. The premiums are the insurer's responsibility. And so Ms F would need to ask the insurer to consider a refund of premium as this isn't something BISL can do.

### **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 Ms F to accept or reject my decision before 30 January 2026.

Phillip Berechree  
**Ombudsman**