

The complaint

Mr H complains about his insurer, UK Insurance Limited trading as Darwin (Darwin), didn't provide a Green Card under his motor insurance policy.

Any reference to Darwin in this decision includes their agents.

What happened

Mr H took out a motor insurance policy with Darwin in February 2023, with a start date in March 2023. In February 2023 Mr H was planning to travel abroad. Having looked on the government website about driving abroad, he thought Darwin had to provide him with a Green Card to drive in one of the countries he was planning to visit. However, when he contacted Darwin to ask for a Green Card he was told he wouldn't be covered under the policy to drive in the country concerned and would need to seek alternative cover for as and when he intended to drive there. Darwin referred Mr H to the policy booklet, which set out which countries he would (and wouldn't) be able to drive in under the policy.

Mr H provided Darwin with a link to the government website he'd accessed which said he needed a Green Card. However, Darwin said they didn't provide Green Cards and he didn't need one due to a rule change in August 2021. Mr H reiterated what he'd said about the need for a Green Card, but Darwin restated their position that they didn't issue Green Cards and he didn't need one. If he wanted to obtain cover for driving in the country he was planning to visit, he would need to obtain alternative cover.

Unhappy at what he'd been told, Mr H complained to Darwin, who upheld the complaint. In their final response they said they were upholding the complaint because they didn't respond to two emails Mr H sent them questioning why he wasn't covered to drive in the country concerned. Darwin apologised for not responding and included the policy booklet in their response, which included a list of countries a policyholder could drive in. The list didn't include the country Mr H wanted to visit. So, as they'd previously advised, Mr H would need to seek additional cover elsewhere.

Mr H then complained to this service. He said Darwin's refusal to provide Green Card meant he would have to delay his trip, as he was planning to visit for a religious holiday. He didn't think he would be able to purchase insurance over the holiday period at the border of the country he wanted to visit. He had tried other ways of obtaining insurance ahead of his planned trip but hadn't been able to arrange cover. He could either obtain a Green Card or try to obtain cover at the border to enter the country – which would be likely to be expensive, even if it were possible. This had been very stressful for him and he thought Darwin weren't following government rules. He wanted Darwin to provide him with a Green Card or compensation to cover the cost, time and stress he'd suffered.

Our investigator didn't uphold the complaint, concluding Darwin didn't need to take any further action. The investigator could see Mr H wasn't covered for driving in the particular country concerned and was told this by Darwin in February 2023 (and that he'd need to take out additional insurance to do so). As the policy didn't cover driving in the country concerned, it wasn't reasonable for Darwin to issue a Green Card.

Mr H disagreed with the investigator's view and requested an ombudsman review the complaint. He provided a link to the government website, which he said meant Darwin had to issue him with a Green Card.

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.

My role here is to decide whether Darwin has acted fairly towards Mr H.

The main issue in Mr H's complaint is Darwin saying they won't provide a Green Card to enable Mr H to travel to (and drive in) a particular foreign country. Mr H says the guidance he's seen on the government website is that Darwin should provide him with a Green Card. Darwin say the policy makes it clear it doesn't cover driving in the country concerned, so Mr H should seek alternative cover elsewhere. Darwin also say a Green Card isn't required in any event.

Given what Darwin have said, I've first looked at what the policy booklet contains. There's a section headed "*Section G Territorial limits and foreign use*" which contains a sub section "*2 Using your car abroad*" which states the following:

" This policy also provides the minimum cover you need by law to use your car in:

- any country which is a member of the European Union; and*
- any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.*

Countries included:

[list of countries]

Looking at the statement and list of countries, while it includes countries through which Mr h would be likely to drive to get the particular country at issue, that country is not included under either part of the section above.

Mr H would have been provided with a copy of the policy booklet when he took out his policy, the welcome email referring to the 'My Policy' site where Mr H could access all the policy documents, including the policy booklet. I think it would have been clear from the policy booklet his policy wouldn't cover him driving in the particular country concerned. That being the case, what he was told by Darwin about the policy not covering driving in the country (and having to seek alternative cover elsewhere) was correct and in line with the policy terms .

It follows from this that Darwin would have no obligation to issue a Green Card for driving in the particular country concerned (irrespective of what the government website might suggest).

I've also noted Mr H was told by Darwin in February 2023 that driving in the particular country wouldn't be covered. As this was before the policy was due to start, Mr H would have had the opportunity to cancel the policy and seek alternative cover (including travel to the particular country concerned). And the Insurance Product Information Document (IPID) that sets out the key features of the policy, states under the heading "*Where am I covered*",

cover extends to Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. So, it doesn't say cover extends to the particular country concerned.

I've also looked at the government website Mr H believes requires insurers to issue a Green Card. Looking at the site it states a Green Card isn't required to be carried when driving in the EU and several other countries. But the list doesn't include the particular country concerned. The site goes on to say a Green Card may be required in certain other countries (including the particular country concerned). While the site says to contact your insurer to get a Green Card (and that they'll either post a Green Card or tell you how to download a Green Card) this doesn't mean Darwin is obliged to issue a Green Card for a country that the policy specifically states isn't covered.

It would be unreasonable to do so, and I don't think this is the intention of the guidance on the government website. The purpose of a Green Card is to confirm a vehicle is insured to be driven in a country. It would be illogical to issue a Green Card in respect of a country which is specifically not covered under a policy - the case with Mr H's policy with Darwin. And because a Green Card isn't required for driving in the EU and certain other countries (which are ones Mr H's policy does provide cover) then there was no need for Darwin to issue a Green Card.

Taking all these points together, I've concluded Darwin have acted fairly and reasonably, so I won't be asking them to take any further action.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mr H's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 November 2023.

Paul King
Ombudsman