

## **The complaint**

Mr C complains about Advantage Insurance Company Limited (“AIC”) and their refusal to provide ‘driving other cars’ (“DOC”) cover as part of the motor insurance policy he took out online.

## **What happened**

In December 2022, Mr C took out a motor insurance policy online, which was underwritten by AIC. But when Mr C received his policy documents, he discovered the policy didn’t include DOC cover, as he thought it would. So, he raised a complaint about this.

Mr C complained to an insurance intermediary, who I’ll refer to as “H”, who administered the claim on AIC’s behalf. Mr C explained that, before purchasing the policy, he’d spoken to H who had confirmed to him verbally that DOC cover would be included. So, he didn’t think AIC were fair to now remove this cover or refuse to reinstate it after he made them aware of the issue.

H responded to Mr C’s complaint on behalf of AIC and didn’t uphold it. As H responded on behalf of AIC, I will refer to any comments H made in response to the complaint as “AIC”.

AIC explained when a quote is generated, several risk factors are taken into account which can sometimes lead to an amendment in the level of cover provided. And in this case, they were satisfied that the DOC cover was removed correctly, in line with their internal processes and underwriting criteria. So, they didn’t think they needed to do anything more. Mr C remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They explained DOC isn’t a standard benefit as part of a motor insurance policy. And they were satisfied DOC cover fell outside of AIC’s underwriting criteria, based on the information Mr C supplied for the quote he ended up purchasing. So, our investigator didn’t think AIC needed to do anything more on this occasion.

Mr C didn’t agree. And he explained at length why he was unhappy with the actions of H, and the advice he was given on the phone call he held with them before he purchased his insurance policy online. Our service explained Mr C’s concerns with H, and the service H provided, would need to be looked at separately to AIC’s underwriting decision. Mr C accepted this but requested his complaint about AIC be escalated as he maintained his belief AIC’s decision to remove DOC cover from the quote he purchased was unreasonable, believing it to be discriminatory and anti-competitive. As Mr C remained unhappy, the complaint has been passed to me for a 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.

Having done so, I’m not upholding the complaint for broadly the same reasons as the

investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I think it would be useful to set out clearly exactly what I've been able to consider. I'm aware there was some confusion about what elements of service AIC were responsible for that should be considered under this complaint reference. And I recognise the majority of Mr C's concerns centre around the information given to him by H, and the service provided by H after the policy was set up.

But this decision focuses solely on the actions taken by AIC, in their role as the underwriter of the policy. So, it focuses on their decision, as the underwriter, not to provide DOC cover based on the information supplied to them in the policy quote Mr C eventually purchased. Any complaint Mr C has regarding the advice given to him by H, or the service they provided in their role as intermediary and administrator of the policy, will be considered by this service as a separate complaint entirely. And that complaint will not be negatively affected by the decision I've reached here.

First, I want to recognise the impact this complaint has had on Mr C. I don't doubt Mr C assumed, based on the conversation he had with H, that the policy he purchased would include DOC cover. So, when he discovered this wasn't the case, I can understand why he'd consider the actions of AIC, as the underwriter of the policy, and feel as though they were unfair, considering the majority of the information included within the quote he submitted remained the same.

But for me to say AIC should do something differently, such as reinstate or add DOC cover to the policy Mr C took out, I first need to be satisfied AIC did something wrong. So, I'd need to be satisfied their decision to not include DOC cover failed to fall in line with their internal underwriting criteria. And in this situation, I don't think that's the case.

AIC have provided me with their internal underwriting criteria. And having considered these criteria against the information Mr C supplied as part of the quote he ultimately purchased; I'm satisfied Mr C didn't meet the relevant risk criteria for DOC to be offered. So, I don't think I can say AIC acted unfairly, or outside of the underwriting criteria they have in place.

I understand this isn't the outcome Mr C was hoping for. And I want to reassure Mr C I've considered the comments he's made about AIC's criteria, and why he feels they are discriminatory and anti-competitive. But it isn't the role of our service to comment upon, or recommend a change to, a business' underwriting criteria. This is because underwriting criteria are deemed to be commercially sensitive and a part of a business' internal business processes. And any investigation into these would fall under the remit of the industry regulator, the Financial Conduct Authority.

So, all I've been able to consider is AIC's application of this criteria against the information Mr C supplied to ensure Mr C was treated fairly and the same as any other customer who provided the same information. And I think he has been on this occasion. So, while I appreciate Mr C's unhappiness about the situation, I won't be asking AIC to do something differently.

### **My final decision**

For the reasons outlined above, I don't uphold Mr C's complaint about Advantage Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or

reject my decision before 26 September 2023.

Josh Haskey  
**Ombudsman**