

Introduction

For the purpose of this policy Consumers are considered to be private individuals, sole traders & partnerships of two or three partners.

Dayinsure.com Limited offer an on-line only sales process to purchase short term car insurance and learner driver car insurance cover. Whilst we will not change our processes to assist clients (ie that our policies are on line purchase only) and will not initiate a policy on behalf of a consumer (whether vulnerable or not), when a vulnerable client telephones our helpdesk, we will try to assist them taking into account their vulnerability.

Purpose

The purpose of this policy is to ensure that the operations Dayinsure.com Ltd have in place do not have any negative impact upon vulnerable consumers.

For the purposes of this policy vulnerable consumers are customers and prospective customers whose ability or circumstances require us to take extra precautions in the way that we deal with them to ensure that they are not disadvantaged in any way whilst operating our on-line only sales process.

Identifying a vulnerable consumer

Vulnerable Consumers – whilst not exhaustive consideration should be given to consumers in the following categories:

- age (over 75/under 19)
- lack of IT skills
- lack of English language skills
- lack of mental capacity
- lack of financial literacy
- hearing or sight impairment
- excessive use

When engaging with customers over the phone or by email or social media it is often difficult to identify a vulnerable consumer because it is not possible to see many of the characteristics, such as body language and facial expressions, which may identify whether the prospective customer requires additional information and guidance to enable them to make an informed decision. For this reason it is critically important to listen carefully to all customers and to identify people who may be classed as a vulnerable consumer.

Typical telephone characteristics include:

- An inability to hear or understand what is being said
- Repeated questions of a similar nature
- Comments or answers which are inconsistent with the telephone discussion or which indicate they have not understood the information which has been provided.
- Verbal confirmation that they don't understand or that they require the assistance of somebody else.
- An inability to understand basic IT or common terminology.

When assisting consumers we do not engage with customers face to face as all our sales are on-line.

What to do if we are engaging with a vulnerable consumer

Just because somebody is vulnerable does not automatically mean that they are unsuitable for the products and services the firm supplies. As soon as we think we may be engaging with a vulnerable consumer we should immediately make a record of the same and ensure we adhere to this policy.

Telephone calls are recorded and emails are stored.

When speaking to the vulnerable consumer we should:

- Provide additional opportunities for the customer to ask questions about the information we have provided.
- Continuously seek confirmation that they have understood the information that has been provided.
- Ask if there is anybody with them who is able to assist them, and offer them the opportunity to have a family member or friend present during the conversation

- If someone is not able to hear properly offer to assist by emailing them

When emailing or corresponding with a vulnerable consumer we should:

- Use plain English
- Use a larger font (if the consumer has difficulty with their sight)
- Where jargon has to be used, explain the jargon
- Give full and clear explanations

If for any reason we think the customer does not understand the service which is being offered to them we will not proceed with the transaction and explain to them why.

What is mental capacity?

Mental capacity is a person's ability to make a decision. Whether or not a person has the ability to understand, remember, and weigh-up relevant information will determine whether he is able to make a decision based on that information. The person will also need to be able to communicate his decision.

The mental capacity of a person may be limited in a way which prevents him from being able to make certain decisions because of an impairment of, or disturbance in the functioning of, his mind or brain.

Making decisions

Mental capacity is always defined in relation to a specific decision at a specific time. Consequently, when considering an application for a short term insurance or learner insurance policy, we should take account of the customer's circumstances at the time at which the application or request is made.

We should take appropriate steps to identify whether or not the customer appears able to understand, remember, and weigh-up the information and explanations provided to them, and, when having done so, make an informed decision.

Mental capacity limitations can be either permanent or temporary (or be fluctuating over time).

Consequently, the fact that a person may not have had the mental capacity to make a particular type of decision in the past, does not necessarily mean that they currently do not have, or will never have, the capacity to make such a decision.

Mental capacity limitations may also be partial.

Under such circumstances the person concerned is likely to be able to make certain decisions but not others. Decisions that may require the understanding, remembering and weighing-up of relatively complex information, are likely to be more challenging for many individuals with mental capacity limitations than more straightforward spending decisions.

Amongst the most common potential causes of mental capacity limitations are the following (this is a non-exhaustive list):

- mental health condition
- dementia
- learning disability
- developmental disorder
- neuro-disability/brain injury
- alcohol or drug (including prescribed drugs) induced intoxication

A customer may be understood to have, or suspected of having, any of these (or other) conditions which are potential causes of mental capacity limitation (for example, a mental health condition) but that does not necessarily mean that they do not have the mental capacity to make an informed decision.

In some instances, it may constitute disability discrimination for the purposes of the Equality Act 2010 (EA) to decline a customer's application for a product on a presumption that he doesn't have the mental capacity to make a particular decision based solely on the knowledge that he has a condition of the type listed above.

Financial literacy

Mental capacity is not the same as financial literacy although, in practice, it may often be difficult for us to differentiate a limitation of one from a limitation of the other. In terms of a limitation of mental capacity, the customer has some impairment of mind or brain function.

There are only likely to be limited circumstances in which the firm will have substantive evidence that a customer has such an impairment and, in the absence of such evidence, can reasonably be expected to (proactively seek to) establish whether or not a customer has such an impairment of mind or brain function.

IT skills

We operate an on-line sales process but recognise that some customers may not have the IT skills to be able to conclude the sale on line without support. We offer a Helpdesk whereby staff will assist customers in dealing with any IT query in order that the customer can conclude their purchase of short term or Learner insurance. In dealing with customers where we have identified that they lack the understanding of IT to conclude the sale, we will use language and explanations to assist the consumer with concluding the sale. Where they do not have the technology to conclude the sale we will advise them of this with details.

Lack of English language skills

Our policies and websites are written in English and whilst we try to ensure these are clear and not misleading, we accept that English is not the first language of all our consumers. Should a consumer telephone our Helpdesk and does not appear to understand sufficient English to carry on a conversation over the telephone this may also indicate that they will not understand the details on the website. Clarity should be sought from them to ascertain that they do understand sufficiently to take out a policy. Should they state they do not understand, we will ask whether there is someone else present that we can talk to who can explain to the consumer.

Should this not be the case and we do not feel the consumer understands what they are purchasing, we will suggest they ensure they are clear as to what they are purchasing and the terms and conditions attached to the sale, prior to the purchase.

Hearing or Sight Impairment

If a consumer has hearing or sight impairment sufficient to make it hard to read the information on-line or hear the staff on the Helpdesk we will offer alternatives:

- a way of increasing the font on their computer
- e-mail answers to any queries over the telephone
- use large font in emails
- offer a Braille policy wording

While acknowledging that there are limits that we can reasonably be expected to go to in seeking to form a view as to whether or not a customer has, or may have, some form of capacity limitation, we should make very clear that the only purpose such information would be used for would be to better facilitate an informed service being provided.

If a customer provides information which indicates that he does, or may, have some form of mental capacity limitation that might impact on his ability to make an informed decision, this should not lead to him automatically being denied access to the product or service being sought. It should act as a trigger for us to consider what reasonable steps might be taken in order to amend our ordinary processes to ensure that the customer is treated fairly and a positive outcome results for the customer.

Data Protection

Data protection should not act as a barrier to the recording of information when by having this information it would lead to a fair outcome for a consumer.

We should:

- Record things in the customers own words
- Not make assumptions, and

- Record the needs or adaptations that the customer asks for rather than an assumed underlying condition (even if we are not able to meet their needs)

All information will be dealt with in line with the Data Protection Act 1998 and may be shared with insurers or other parties in the course of arranging and administering the insurance policy or where disclosure is required by law. Any medical information that has been supplied to support an application is deemed, under the Data Protection Act, to be “sensitive personal data” and will only be disclosed to third parties as necessary for the arranging and administering of the insurance policy or where disclosure is required by law.

Each case should be judged on its own merits but a sensible approach to an individual’s circumstances would be viewed as best practice.

Excessive Use

Dayinsure have implemented an excessive use threshold to help with vulnerable customers and treating customers fairly. If Dayinsure identify a customer to have purchased more than 10 short-term policies in a year, they may be subject to internal investigation. This is to assess whether the product the customer is purchasing is in their best interest and suited to them. This could impact vulnerable customers as they may be paying in excess of premium for a product which is not suited to them, and where an annual product may be better placed.

Dayinsure will not advise as we offer a none advised sale, but will assess each customer who meets the threshold on all underwriting criteria and other factors, and make a decision if the product is a potential risk to them, and no longer providing value or financial benefit to the customer.