

The complaint

Mrs R has complained about U K Insurance Limited because when she tried to take a policy out with it, it refused to assist her with answering a question.

What happened

Mrs R was looking for new insurance cover. She tried to complete an application with UKI online but found she didn't know how to answer one of UKI's questions. Mrs R called UKI.

The question was about mining. Mrs R said she had a mining report, which other insurers had asked her to send in for their consideration in order to see if her property met their risk criteria. UKI said it wouldn't be able to consider the report or decide for her how its question should be answered. Mrs R said she felt UKI was being unfair and shared with it that she has a disability. UKI asked if she wanted it to make any reasonable adjustments and Mrs R said that was actually what the issue was – that she was finding its question confusing (which was part of a disability) but it wasn't doing anything to assist her.

UKI's final position was that it doesn't give advice to its potential customers, so there was nothing it could do. Mrs R complained to the Financial Ombudsman Service.

Our Investigator felt Mrs R had been faced with an unreasonable barrier by UKI. She thought it should have looked to make reasonable adjustments for her. She said that, because it hadn't, Mrs R faced upset. Our Investigator said UKI should pay £150 compensation.

UKI said it disagree with our outcome. It explained that under relevant legislation, when applying for cover, it was Mrs R's duty to make a fair presentation to it. In other words, to provide detail to it on all material information she knew or ought to have known – so it wasn't for it to make decisions for her. It said if Mrs R did not know how to answer its question, it was up to her to seek specialist advice. It said it felt this Service had made an unfair ruling which meant it had to change its sales process, including its basis for selling, emphasizing that it offers policies on a non-advised basis. It said it did not have facilities in place to have made alterations for Mrs R in this situation.

The complaint was referred for an Ombudsman's 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.

Given UKI's response to our Investigator's view – that it was up to Mrs R to make a fair presentation to it – I think it's worth noting here that it seems that is exactly what she was trying to do. To make a fair presentation a prospective policyholder needs to tell the insurer anything material. For UKI 'mining' was material to its consideration in respect of whether or not to offer subsidence cover. Mrs R had a full mining report which she wanted to send to UKI for its consideration. But UKI wasn't prepared to receive or consider that report. In any

event though, the policy did not progress and my focus in this decision falls on whether UKI acted fairly and reasonably in its interaction with Mrs R.

Our Investigator, in her view, referenced unreasonable barriers and reasonable adjustments. These phrases come from the Equality Act 2010. The Act sets out to ensure that anyone with a 'protected characteristic' isn't set at a disadvantage against another who doesn't have a protected characteristic.

Given how Mrs R has detailed her condition, I'm satisfied it's fair to say she likely has a protected characteristic. As such it's reasonable for me to take the Act into account. It isn't for me to decide though whether or not UKI was in breach of the Act.

The Act requires that a business makes reasonable adjustments to remove barriers to using their service. In the situation here our Investigator felt UKI hadn't done that. I agree.

Mrs R asked UKI for assistance. She told UKI she needed it to make reasonable adjustments to assist her with using its service – to help her understand the question it had asked and what was needed of her in reply. She even shared verbally with it the content of the mining report she had which she felt could provide the answer to the question asked. However, UKI wasn't prepared to consider the content of the report or to offer any assistance to Mrs R to help her better understand what was needed, other than to refer her elsewhere. So it wasn't prepared to make reasonable adjustments for Mrs R. I accept that was upsetting for Mrs R.

I note UKI's objection to our Investigator's view – that we were unfairly requiring it to change its sales process/basis for sales. But I think UKI has missed the point our Investigator was making. At no point was it suggested that UKI should change its whole business model for sales. Rather our Investigator explained that Mrs R, as a vulnerable consumer, with a likely protected characteristic, was entitled to seek business from UKI without facing unreasonable barriers, with it having a duty to make reasonable adjustments *for her* to ensure that did not happen. And it isn't reasonable for UKI to say – but we didn't have the facility to do that.

Having listened to the calls Mrs R had with UKI, taking her view of what happened into account and having considered UKI's position, I think Mrs R wasn't treated fairly and reasonably on this occasion. I think Mrs R suffered upset because UKI, knowing that she had asked for reasonable adjustments to be made for her, refused to do so. I can see she felt the need to take her custom elsewhere, that she felt the cover she ultimately took wasn't as good for her as the policy she'd been exploring with UKI. I realise there were no guarantees that UKI would have been able to offer cover and I accept I haven't seen the full details of the cover explored with UKI or that which Mrs R found elsewhere. But I'm satisfied, from what Mrs R has said, that a loss of expectation was suffered which I think could have been avoided if UKI had reacted reasonably to Mrs R's needs. It follows that I find that UKI needs to act to put that right.

Putting things right

I'm satisfied that the award suggested by our Investigator is fair and reasonable in the circumstances here. So I'm going to require UKI to pay Mrs R £150 compensation.

My final decision

I uphold this complaint. I require U K Insurance Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 14 February 2025.

Fiona Robinson
Ombudsman