

## **The complaint**

Mrs A complains U K Insurance Limited has refused to make a reasonable adjustment in the administration of her travel insurance policy.

The policy is in joint names with Mr A and Mrs A. As Mrs A is the main complainant and correspondent, I've mostly only referred to her in this decision.

## **What happened**

Mrs A has a travel insurance policy underwritten with UKI. She says in January 2024 she received a letter about her policy renewal. She had some questions in relation to the medical declaration. Being deaf, she asked for an email address for UKI so she could ask some questions relating to her policy.

UKI said it didn't provide an email address to correspond with customers. Mrs A complained. She said not providing an email address means as a disabled person she's being put at a substantial disadvantage when compared to a non-disabled person. She said UKI readily provides a phone number for a hearing person.

On 14 February 2024 UKI provided its complaint final response letter (FRL). UKI didn't agree it had acted unfairly in not providing an email address. It said it had several options available for its deaf or hard of hearing customers including a virtual assistant on the online portal, speaking directly in branch or through the relay service. Or Mrs A could authorise a third party to discuss the policy on her behalf. It said, as an exception, it would allow Mrs A to email the complaints team with her questions relating to her policy. But that this isn't its standard process.

Unsatisfied with UKI's response, Mrs A referred her complaint to the Financial Ombudsman Service for an independent review. She said she can't use the relay service as she doesn't have a mobile telephone or a landline. She wasn't happy with the other options provided; the virtual assistant is not fit for purpose, and going into branch meant a member of staff would then speak to UKI on her behalf, which she didn't want. She doesn't want to use her husband to speak about the policy for her. She said whilst UKI had been corresponding via email, it then removed her ability to do this.

Our Investigator thought UKI had done enough to offer reasonable adjustments to Mrs A. He said UKI had removed her access to the email function as it hadn't heard from her in a month, and so it thought her questions about the medical declaration on the policy had been answered. Our Investigator thought it was reasonable for UKI to remove the access as it's not its process to discuss travel policies over email with its customers, as UKI doesn't consider this a secure channel of communication. He didn't recommend UKI take any further action.

Mrs A asked for an Ombudsman to review matters. She said it is possible for UKI to have a secure email function, it is just not offering one. She said to pay for her declared medical conditions, she sent a cheque, which was returned. She said the only way for her to pay was for her husband to do so on her behalf. She didn't consider UKI's options to be reasonable adjustments and said she wanted improved communication for all people who are deaf.

Our Investigator didn't think UKI saying it wouldn't accept a cheque was unreasonable. So, as the matter hasn't been resolved, the complaint has come to me to decide.

## **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.

As this is an informal Service I'm not going to respond to every point made, or piece of evidence referred to by the parties. But I'd like to reassure both Mrs A and UKI that I've read and considered all that has been provided.

Under the Equality Act 2010, businesses have to take steps to remove barriers disabled people face so that, as far as possible, they receive the same service as someone who is not disabled. This is known as the duty to make reasonable adjustments. The duty is also an anticipatory one which means businesses need to make sure that they foresee barriers before they cause a problem for consumers.

However, there are some specific restrictions on the duty. When making a reasonable adjustment a business must take such steps as are reasonable in all the circumstances of the case. What is a 'reasonable' step to take will vary according to the:

- type of service being provided.
- nature of the business, its size and resources, and
- the effect of the disability on the individual consumer.

And a business may take into account the following factors:

- how effective the step would be in overcoming any obstacles.
- the extent to which it is practicable for the business to take the step.
- the costs of making the adjustment.
- the extent of any disruption to the business' service.
- financial and other resources.
- the amount of any resources already spent on making adjustments.

The question of reasonableness is an objective one and it is ultimately for the courts to decide. And our role is to resolve individual complaints. This Service doesn't review a business' practices generally, as that isn't the role of this Service. So whilst I understand Mrs A wants to improve communications for all deaf people, I'll only be considering if UKI responded fairly to Mrs A's complaint about its failure to make reasonable adjustments for her.

Having reviewed UKI's response to that complaint, I'm satisfied it did act fairly. It did allow Mrs A to liaise directly with a manager within the complaints team in order to discuss her questions about the medical declaration, which Mrs A did. I understand Mrs A didn't reply to the email address for around a month, and then found, when she had further questions, that the email address no longer worked. She then wrote to UKI. And having received her letter, whereby she explained she had further queries about her medical declaration, I can see another team manager did complete the screening over email for Mrs A. So I consider UKI has treated Mrs A fairly in allowing her some email contact, outside of its usual process, in order for her to ask questions about her medical declarations.

Mrs A feels the email is something she should be able to access at all times, and that UKI should provide a secure email address for her (and others) to do so.

UKI's response is that it doesn't have a mailbox for customers – with or without any hearing impairment – to correspond via email. UKI says it doesn't use email as communication over security concerns, including not being able to easily verify whom it is speaking to. I don't consider that to be unreasonable. UKI does offer a relay service which would enable Mrs A to discuss her policy with UKI. Whilst I understand she doesn't have a mobile phone or landline, I don't think this means UKI needs to create a secure email address for her, or other deaf people, in order to correspond. As such I'm not going to require UKI to do anything differently.

UKI said it wouldn't be able to accept a cheque as payment for the medical conditions being added to the policy. It said it only takes payments over the phone. So, it offered to carry out the screening over email and said the joint policyholder, Mr A, could then simply phone and make the payment, without needing to discuss Mrs A's medical history. I appreciate Mrs A wants to be able to communicate herself. But I don't think UKI's refusal to allow a cheque means it failed to make a reasonable adjustment. Payment could have been made over the phone by Mrs A with a relay service, if she had use of that. As she didn't, I don't think offering to have the joint policyholder call to make payment – without discussing any medical history – is an unreasonable alternative.

Overall, I'm satisfied that UKI hasn't been unfair or unreasonable in the way it's treated Mrs A. So I won't be asking it to do anything further.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 21 April 2025.

Michelle Henderson  
**Ombudsman**