

The complaint

Mrs C and Mr W are unhappy that Lloyds Bank General Insurance Limited trading as MBNA ("Lloyds") couldn't carry out Mrs C's request to change her home insurance payment method via webchat.

Mrs C and Mr W are joint policyholders. As the complaint mostly involves Mrs C, I've mainly referred to her in my decision.

What happened

Mrs C wanted to update her home insurance payment method to pay monthly. Mrs C has a disability which means she's unable to talk on the phone, so she contacted Lloyds via webchat. Lloyds told Mrs C that it couldn't change payment methods online or by email and asked her to phone instead. When Mrs C said she couldn't phone, Lloyds suggested she could use text relay, Lloyds' banking app, have a friend or relative call on her behalf, or send her request by post.

Mrs C didn't think this was fair. She said she needed to ask Mr W to call Lloyds instead of sorting it out herself. So, she complained.

Lloyds looked into the complaint but didn't think it had done anything wrong. It acknowledged Mrs C's disappointment, but it thought its alternative methods of communication were reasonable.

Unhappy with Lloyds' response, Mrs C referred her complaint to the Financial Ombudsman. She said Lloyds' alternatives didn't help her and she found Lloyds' suggestion of having someone speak on her behalf to be disempowering. She didn't think this promoted independence for people living with disabilities.

Our investigator looked into the complaint but didn't think Lloyds had done anything wrong or treated Mrs C unfairly. Mrs C didn't agree with our investigator's view. She said she finds text relay difficult to use and it causes her anxiety. She also said firms usually don't know what it is or how to use it. And, she said Mr W struggles on the phone and isn't always available.

As Mrs C didn't agree, the matter has been passed to me to make a final 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've decided not to uphold the complaint for broadly the same reasons as our investigator. I know this will be disappointing for Mrs C and Mr W. I understand this is a

matter of deep personal significance for them and I think it's important for me to recognise that. But I'm persuaded that Lloyds has acted fairly and reasonably.

Mrs C has said she'd like Lloyds to allow its customers to make payment changes via email or webchat, and/or to grant all customers online accounts. I recognise why Mrs C would like Lloyds to do this. But I must explain that our service is not the regulator. We don't have the power to make rules for firms or require them to change their practices. But, I've carefully considered whether Lloyds has acted fairly and reasonably towards Mrs C in this matter.

Mrs C has said Lloyds isn't accommodating her needs by only providing telephone access. In essence, she has suggested that Lloyds has failed to make reasonable adjustments for her. In other words, that Lloyds has failed in its duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mrs C would like a decision that Lloyds has breached the Equality Act 2010, she would need to go to Court.

I appreciate Mrs C's concern that Lloyds has essentially required her to use the phone. I've considered the point, but I don't think this is what Lloyds has done. I've read the chat transcript between Mrs C and Lloyds. The agent said Mrs C would need to phone to change her payment method. But when Mrs C explained that she couldn't, the agent put forward several alternatives, including text relay, Lloyds' banking app, having someone speak on her behalf, or sending her request in writing.

I've considered Mrs C's concerns with the alternatives put forward. I recognise Mrs C has had poor experiences with text relay and finds it very stressful to use. She's also said she isn't eligible for Lloyds' banking app. I don't find these two alternatives unreasonable, but I appreciate they didn't work for Mrs C.

I also don't think it was unreasonable for Lloyds to suggest that someone could speak on Mrs C's behalf, especially given that Mr W was a joint policyholder. Although, I recognise why Mrs C may have found this disempowering, albeit I don't think this was Lloyds' intention.

Even so, the crux of the matter for me is that Mrs C hasn't suggested that she couldn't send her request in writing. Mrs C's policy gives Lloyds' address to make any changes. The webchat agent gave the address as well. The webchat took place on 21 September 2024 and the policy wasn't due to renew until 13 October 2024 – so there was reasonable time to send a request in writing. So, I can't fairly agree that Lloyds required Mrs C to make the change over the phone, because Lloyds provided Mrs C with what I consider to be reasonable alternatives to this.

In the circumstances, I'm satisfied Lloyds took reasonable steps to ensure Mrs C could change her payment method, by providing the options that it did. I appreciate Mrs C was unhappy the agent couldn't complete her request. But I don't find that Lloyds was being unfair or unreasonable towards Mrs C. For this reason, I don't require Lloyds to do anything further in respect of the complaint.

My final decision

For the reasons set out above, I don't uphold Mrs C and Mr W's complaint about Lloyds Bank General Insurance Limited trading as MBNA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr W to accept or reject my decision before 6 May 2025.

Chris Woolaway
Ombudsman