

## The complaint

Mrs S says Tesco Underwriting Limited provided poor service when she made a claim on her motor insurance policy and didn't take her disability into account.

## What happened

Mrs S's car was damaged whilst stationary. Initially Tesco said it was a write-off, but when she queried that, it was taken to a garage for inspection. The garage said it was repairable, but when it found additional damage, it said the car was uneconomic to repair. Ms S had been given a hire car and she was unhappy that the hire firm told her (whilst she was in another part of the UK) that hire was ending, as the car had been written off. She was also unhappy that the hire firm only gave her 13 hours' notice. She said the garage – not Tesco – had told her the car was beyond economic repair. Ms S said she'd told Tesco her disability affected her attention and concentration. She said that having different providers contacting her wasn't helpful and that the onus shouldn't have been on her to liaise between them.

In its reply to Ms S's complaint, Tesco noted that she thought it should communicate all the details about the claim to her. It said it had to subcontract, so suppliers working on its behalf would need to contact her at times. Tesco said later that having suppliers contacting consumers directly avoided delays in communication – and that feedback from its customers had led to it implementing the process.

Subsequently, one of our Investigators reviewed Ms S's complaint. He thought Tesco had acted reasonably. He said it wasn't unusual for decisions about writing a car off to be made by insurers from the details / Images provided to it by a consumer. But Tesco had then agreed for the car to be inspected. Although it seemed to be repairable, the extra damage found meant it wasn't. He didn't think it was unreasonable that the garage and a hire firm had contacted Ms S. He said the hire firm didn't know she was away when it told her the hire would end in 13 hours - and she wasn't left without hire, as Tesco extended it.

Ms S said the Investigator hadn't referenced her disability. He said it had been discussed in a call with Ms S and he wasn't persuaded that Tesco should have acted differently because of it. He said it was part of its process to involve other parties. Although he acknowledged that notice of the potential ending of the hire in 13 hours may have been a shock to Ms S, he thought it was sufficient time for her to process the information.

As there was no agreement, the complaint was passed to me for review. I issued a provisional decision as follows:

*Ms S thinks Tesco failed in its duty to make reasonable adjustments for her under the Equality Act 2010. I've taken the Act into account in deciding this complaint – given that it's relevant law – but ultimately, I've done so based on what's fair and reasonable. If Ms S wants a finding about whether Tesco has breached the Equality Act 2010 then she will have to go to court.*

*We asked Tesco what Ms S had told it initially about her disability and what reasonable adjustments had been discussed. Tesco said Ms S had told it she had a disability that meant*

*she needed more time to understand / process information. It said as a result it had added a 'predicament' flag to her file so its advisors would know that they should speak to her slowly and if necessary, repeat information and follow it up in writing. The duty to make reasonable adjustments can be both reactive and anticipatory. Although I think the action Tesco took was fair and reasonable in the circumstances, I do think it could have given more thought to what adjustments Ms S might need, particularly in the event of making a claim and during the claim's process. I'll come back to this shortly.*

*Ms S told one of Tesco's advisors that as the accident was non-fault, she couldn't see why she should suffer. The advisor said some stress and inconvenience are unavoidable if a consumer's car is damaged, no matter who caused the accident. I think that's true, and most consumers are likely to be frustrated by the impact of them of a claim that resulted from another driver's actions.*

*When we asked Ms S what Tesco could have done better in terms of her disability, she said it could for example have ensured she was told up front that a car doesn't need to be physically assessed in order for Tesco to decide whether to repair it or not. She said she wants the system changed so that in future Tesco doesn't say a car is potentially beyond economic repair before it has been checked at a garage. I can see why Ms S felt frustrated, but most insurers operate a similar system, and generally it works well. I don't think Ms S lost out anyway, because as soon as she queried the matter, Tesco arranged for a garage to inspect the car.*

*Tesco told us that in September 2024 Ms S said she was having problems accessing a portal due to her disability. It established that the portal was for its network repairer and did a warm transfer of the call in order to ensure Ms S received assistance. I think Tesco acted promptly to resolve this issue – this is one of a number of examples I've seen of Tesco dealing with issues promptly and sometimes proactively.*

*Ms S didn't tell Tesco in advance that her disability would make it hard for her to cope with being contacted by suppliers, but I think it was clear from the file that she was overwhelmed by the stress of that. She told Tesco it should have been more responsible for its suppliers and that she would have benefitted from having a case co-ordinator to liaise with her. That followed being told by the hire firm that hire would be ending in 13 hours.*

*I think some consumers – disabled or not – would prefer not to be contacted by an insurer's suppliers. They want the insurer's advisors alone to communicate with them about repairs, hire, and other issues, as part of the claims process. But most insurers don't operate like that. Whilst I think this approach is reasonable in general, insurers also have to consider their duty to make reasonable adjustments to their practices if necessary.*

*Ms S wants us to require Tesco to change its established processes in relation to its suppliers. We aren't able to do that, as our role is limited to considering whether Tesco acted fairly and reasonably in this case and to award compensation to Ms S if we think it didn't. But it's open to Ms S to contact the industry regulator (the Financial Conduct Authority) about the general issues she's raised.*

*In my opinion, Ms S made it clear to Tesco that she was distressed by the ending of the hire incident. It wouldn't have happened had Tesco been monitoring the repair process, which went hand in hand with the hire process. And Ms S had to call Tesco to ensure hire was extended. I think Tesco acted promptly in doing so, but I think it missed an opportunity to understand the impact Ms S's disability was having on her ability to deal with the claims process - by initiating a discussion with her to check whether the impact of her disability was a factor in her distress. That was despite the fact that Ms S said at that point Tesco was discriminating against her due to her inability to take in / process the information directed at*

*her from various sources. I don't think Tesco acted reasonably here, as it didn't consider whether it needed to make further reasonable adjustments, nor did it acknowledge that things had potentially gone wrong.*

*The claims notes show that Tesco contacted the hire firm and the garage after Ms S told it she was frustrated with the amount of contact from them. It seems email and text updates between the hire firm and the garage were being copied to Ms S automatically. Tesco had no access to their systems, so it asked both firms to turn off the automatic updates. That's another example in my opinion of Tesco taking prompt and appropriate action to deal with an issue.*

*Ms S believes Tesco discriminated against her due to her disability given the situation she faced, the stress caused to her, and its failure to recognise that it should have considered making reasonable adjustments to its standard processes. I can see why she feels that way – and having looked at all the evidence – why she thinks Tesco didn't act fairly and reasonably in the light of her disability. I think it should have recognised that her distress might relate to her disability and should have discussed that with her to see if any further reasonable adjustments were needed.*

*I think Ms S has been caused additional distress and inconvenience on top of the distress and inconvenience associated with having been involved in a no-fault accident and having to nevertheless make a claim. So, I'm minded to uphold Ms S's complaint and to require Tesco to pay her £200 compensation for distress and inconvenience.*

I asked the parties to comment on my provisional findings, but neither party did so.

### **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 neither party commented on my provisional findings, there's no reason to depart from them. So, for the reasons set out above, I'm upholding this complaint, and I require Tesco to pay Ms S £200 compensation for distress and inconvenience.

### **My final decision**

My final decision is that I uphold this complaint. I require Tesco Underwriting Limited to pay Ms S £200 for distress and inconvenience. Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 27 October 2025.

Susan Ewins  
**Ombudsman**