

complaint

Mr P has complained that Swinton Group Ltd has failed to take into account his accessibility needs when sending him documents relating to his home insurance policy.

background

Mr P originally arranged home insurance via Swinton in 2012. At this time, and when his cover renewed in 2013, Mr P explained to Swinton that due to his visual impairment, he would like the documents to be sent in a larger print size.

In 2013, Swinton confirmed that it was aware Mr P required the documents to be issued in a larger font. It said that whilst its automated systems meant that Mr P would automatically receive one set of documents in its standard, smaller print, it would agree to send a further copy in the larger print requested.

I understand that when Mr P's home insurance was due to renew in December 2014, some of the policy documents were copied to Mr P in larger print, but that a letter relating to the direct debit payments was not. Unhappy with Swinton's actions, Mr P brought a complaint to this service.

Our adjudicator upheld this complaint. Taking into account that Swinton had agreed to send copies of correspondence relating to the policy in larger print, she considered that it had caused Mr P unnecessary inconvenience by failing to do so with all the documents sent in 2014. She proposed that Swinton pay compensation to Mr P of £50.

Swinton responded by saying that it did not disagree with the proposal to pay Mr P £50. However, it explained that due to the systems it uses to issue policy documentation, it could not guarantee that this would not be sent to Mr P in smaller print. Because of this, Swinton has suggested that if Mr P does not accept that he may receive letters in small print, it *"appears we cannot hold a working relationship"*. In these circumstances, Swinton has stated that at his next renewal date, Mr P would *"realistically need to purchase his insurance through an alternative provider"*.

In response to the proposed compensation sum of £50, Mr P commented that Swinton has continually sent him correspondence in the wrong font size. He has stated that he does not wish to arrange his insurance through another intermediary due to the competitiveness of the policies he has been offered via Swinton. Mr P says that Swinton must ensure that it makes reasonable adjustments to reflect his accessibility needs.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Swinton has not been able to confirm which documents it sent to Mr P in larger print when his policy renewed in 2014. Taking into account Mr P's comments about the documents he received at this time, I would agree with the adjudicator's conclusions that it is likely that at least the information regarding the direct debit payments was not issued in a larger font.

Swinton has explained that the systems it uses when issuing renewal documents mean that Mr P will receive a set of documents in its standard print size. It has however previously agreed to send Mr P a further set of documents in his requested larger print size.

Due to system limitations, my view is that it is reasonable that Swinton has initially sent documents relating to Mr P's policy in its standard print size. However, I also consider Swinton's offer made in 2013 to be appropriate, so that these documents are then copied to Mr P in the larger font. Swinton failed to do this in 2014 with all the documents, and I think this caused Mr P unnecessary inconvenience. I consider compensation of £50 to be appropriate in the circumstances.

Swinton has suggested that the issues that have arisen regarding print size might mean that in the future it can no longer offer to arrange insurance cover for Mr P. Swinton's offer made in 2013 to duplicate all correspondence in larger print seems to me a reasonable and workable way of ensuring that Mr P's accessibility needs are met. Mr P has indicated that he is likely to seek to arrange insurance via Swinton in the future. If he is unhappy with Swinton's response to any request he makes to arrange insurance for him, he will need to complain to Swinton in the first instance. If he is dissatisfied with its response, he may refer a complaint to this service if he wants to.

my final decision

My final decision is that I uphold this complaint, and require Swinton Group Ltd to pay Mr P £50 compensation.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr P to accept or reject my decision before 13 November 2015.

John Swain
ombudsman