

The complaint

X is unhappy with the way Advantage Insurance Company Limited (Advantage) communicated with them and dealt with a claim under their car insurance policy.

What happened

X made a claim to Advantage when their car was stolen in February 2021.

Advantage sent X a claim form to complete but the font size used was too small for them to easily read so they called Advantage to ask for a new one. X made Advantage aware that they needed letters to be written in a font size of 14 due to a medical issue.

There were a few delays in getting the correct form in the right format to X and they were told in one call that their claim might be suspended because they hadn't filled in the form, despite it being Advantage's fault it hadn't supplied one in the correct format.

X's car was recovered and put into storage. Advantage hadn't told a supplier it uses to collect cars, so it was left in storage. In the end, X was sent the bill for storage which caused them some alarm and distress. Advantage then settled the bill.

As X was unhappy with the way they had been treated, they complained to Advantage. It agreed its service had been poor because it hadn't arranged to collect the car, and because its claims handlers hadn't dealt with X's needs well. It apologised to X and offered £150 for the poor service, delay and their distress.

X remained unhappy and brought their complaint to this service. They are unhappy about Advantage not communicating with them in the way they asked, because it discriminates against them, and because of the poor service they received in their claim.

Our investigator looked into X's case. He asked Advantage for its file about what had happened but didn't receive it despite it being asked for repeatedly. Advantage did ask for various extensions to his requests but no file was sent. So our investigator had to make his view from the information that X supplied.

He upheld X's complaint and said he thought Advantage hadn't gone far enough. He thought Advantage should pay X a total of £300 for their distress and inconvenience. X didn't agree with the view. They said they thought the view didn't take enough account of their distress.

Advantage then sent its file of evidence and it didn't agree with the view either. It says X had to make two extra phone calls to sort out problems and sending the correct claim form took it an extra four days. So it thought that its original offer of £150 compensation was fair.

As both parties didn't agree with the view, the matter has been referred 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.

I want to assure X that I have read all of their submissions carefully, and even though I haven't mentioned everything here I have focused on what I think are the main areas of their complaint.

X has complained that Advantage failed to make reasonable adjustments when communicating with them. In other words it failed in its duty under the Equality Act 2010. It's not part of my role to say whether a business has acted unlawfully or not – that's a matter for the courts.

My role is to consider what's fair and reasonable in all the circumstances. In order to decide that I have to take account of a number of things including relevant law. So I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but ultimately I've decided this complaint based on what's fair and reasonable.

Awards of compensation aren't intended to fine or punish a business – that's the job of the regulator. All insurance claims come with a level of inconvenience and a degree of trouble attached to them. Some more than others. But when this service considers how much compensation to award, we're looking at what trouble and upset the insurer has caused to its policy holder above and beyond that which we'd normally expect to see associated with a claim of this type.

It's clear that in terms of accessibility, Advantage didn't initially comply with the request made by X for the form to be sent in the font size they need. I can see from X's evidence that X was flexible with what Advantage could send them, but it still took a few days for the information to be sent correctly.

I can see from its final response that Advantage agree its service was "incredibly poor" and that it didn't do enough to adapt the form for X's needs.

Advantage has since made the point that X's claim wasn't significantly delayed by its failure to send the correct form and that X only had to make two extra phone calls to resolve it. The Equality Act 2010 means that companies like Advantage must not give someone a worse quality of service because of a protected characteristic. And I'm persuaded here that it did.

From the information I have, X's claim with Advantage has been settled so I believe the only issue that remains is the amount of compensation Advantage should pay X for the shortcomings in its service and their distress and inconvenience. I think Advantage have acknowledged its errors and given X a detailed response about other areas of their claim that don't form part of their approach to this service.

X has said how very distressed they feel by Advantage's words that it may suspend their claim because they weren't able to complete a form that didn't meet their needs. I agree with X that the words Advantage used and its approach to their request fell far short of being reasonable. But I also think Advantage has admitted it made mistakes and has since tried to make the reasonable adjustments X needs.

Having taken all the circumstances into account, I think that compensation of £300 is fair and reasonable for the distress and inconvenience caused to X by Advantage. I appreciate that this will come as a disappointment to X but I've thought about this service's approach to awards made in similar circumstances and I don't think I can fairly award any more.

My final decision

It is my final decision that I uphold this complaint and require Advantage Insurance Company Limited to pay X £300 compensation for their distress and inconvenience. If Advantage Insurance Company Limited have already paid X £150 then this can be deducted.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 31 May 2022.

Richard Sowden
Ombudsman