

The complaint

Mrs W complains that Devitt Insurance Services Ltd trading as Devitt (“Devitt”) required her to disclose medical information when she bought motor insurance from it.

What happened

Mrs W was looking for a motor insurance policy to cover her motorcycle. She used a comparison website to access Devitt’s system. Devitt is a broker.

On the comparison website, Mrs W ticked an answer to say that she has a restricted licence due to a medical condition. This website asked her whether she’d notified the DVLA about it, which she had, and then produced a series of quotes for her to consider.

She chose Devitt’s quote and clicked through to its website. Devitt’s process is different and includes a series of “Assumptions” Mrs W had to confirm she complied with. One of these says:

“You and all of the proposed riders do not have;

- *Any DVLA reportable medical conditions or disabilities”*

Because Mrs W had one of these, Devitt’s process was that she had to call it. In the call to Devitt she was asked what her medical condition was. She told Devitt and her quote was processed and policy set up on normal terms.

But she was unhappy that she’d had to tell Devitt about her medical condition because she said other providers don’t ask for details of it.

Devitt said it didn’t think it did anything wrong. Mrs W remained unhappy and brought her complaint to this service. She asks that Devitt changes its online process so she wouldn’t have to disclose her sensitive medical information, or change its “Assumptions”. She said it took about 20 minutes extra to go through the quote over the phone.

Our investigator looked into it and thought it would be upheld. She didn’t think Devitt had discriminated against Mrs W but she could see that Devitt’s process caused Mrs W some distress and inconvenience. She thought Devitt should pay Mrs W £100 compensation.

Mrs W accepted the view but Devitt didn’t. It says Mrs W was aware she’d have to disclose information to it because she said she’d not used Devitt for the previous three years’ policies because of the need to call it about her medical condition. Because it didn’t agree, this complaint 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.

It’s important I say that I can’t ask Devitt to change its processes as this service isn’t the

regulator, we're an informal dispute resolution facility. But I can consider whether Devitt's approach is fair and think about distress and inconvenience that it may have caused Mrs W.

I'm upholding Mrs W's complaint and I'll explain why.

I've listened to the call between Mrs W and Devitt to set up her policy. It's clear to me that Devitt's call handler finds Mrs W's situation odd. She says "maybe there's something wrong with the system" because it wouldn't let Mrs W set up the policy online. When Mrs W discloses her condition and that she's disclosed it to the DVLA, the call handler confirms it should be OK to quote.

Mrs W then has to explain to the call handler exactly why she had to call it – because the "Assumptions" on its website mean she has to phone in. And Devitt's system gives no other option than to do this.

So from the evidence I have I think it's clear that Mrs W was inconvenienced to some extent by Devitt's process and I can hear from the call that she is distressed about having to disclose her medical condition to it.

Devitt responded by saying that the questions asked were basic and it was Mrs W's choice to call it and take the policy out. It implies that Mrs W presumably wanted a cheaper policy from it, and then says she could have gone elsewhere and paid more if she didn't want to call in or provide her medical information.

I appreciate Devitt's question set, which it asks on behalf of the insurers it represents, are asked in order to illicit key underwriting information from customers so that it can offer the most accurate quotations it can. Devitt has said this is in line with the Equality Act 2010 as some insurers use medical information to provide a quotation.

But I think it's clear in Mrs W's case that its processes caused her distress and inconvenience. And I think its call handler's responses on the call with Mrs W demonstrate this well. I've looked at Mrs W's distress and inconvenience and I think the level of this is minor and the appropriate compensation should be £100.

Mrs W's approach to this service focused mainly on asking Devitt to change its processes or its "Assumptions" to bring it in line with other providers in the marketplace and I'd remind her that if she's unhappy with a company's methods then she's free to explore other providers in future.

Devitt has told Mrs W that it's provided feedback to its online team to explore options to improve its online processes.

My final decision

It's my final decision is that I uphold this complaint. I direct Devitt Insurance Services Ltd to pay Mrs W £100 for her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 15 February 2024.

Richard Sowden
Ombudsman