

The complaint

Mrs D complains that Principality Building Society (Principality) will not send its correspondence in large print unless she contacts it each time by telephone. She considers Principality to have breached the Equality Act 2010.

What happened

Mrs D contacted Principality in August 2023 to ask that it send her mortgage correspondence in large font as she is registered blind.

Mrs D was initially told this would be possible, before being told that it was not a service Principality could automate and she would instead need to call each time she received a letter and ask that another be resent in large font.

Unhappy that Principality were not able to provide reasonable adjustments to enable Mrs D to access information about her mortgage, she complained. She's said its actions have left her vulnerable to fraud (should she need to rely on someone else to read the correspondence) and have caused her unreasonable distress and inconvenience.

Principality investigated Mrs D's concerns and upheld it on principle. It said it should be able to do better, but it is limited by its systems and therefore cannot meet Mrs D's request. It awarded £100 to recognise the distress and inconvenience it caused but offered no alternative but the continuing requirement for Mrs D to call it each time she receives a piece of written correspondence.

Unhappy with Principality's response, Mrs D referred her complaint to this service.

One of our investigators looked into the complaint and thought it should be upheld. She didn't think Principality had acted fairly and directed that it finds a way to send Mrs D's correspondence in large font without the need for her to call up each time she received a letter. She also recommended it pay Mrs D £250 to recognise the unnecessary distress and inconvenience it had caused.

Principality responded to say it could not offer such a service but was happy to pay the recommended award.

I issued a provisional decision on this case in February 2024 upholding the complaint. In summary I said:

- Mrs D had made a reasonable request that correspondence be sent to her in large font without the need for her to call each time she received a letter she could not read.
- Principality had not explained why it was unable to manually meet Mrs D's need either in replacement of automatic mailing or in addition to it.
- I accepted that the limitations of Principality's IT systems did not allow it to automate

mailings in an alternative format. I made no direction that Principality should change or amend its systems.

- I found the Consumer Duty to be relevant to this case. I wasn't persuaded Principality had taken this into account, in particular, the requirement to take reasonable steps to tailor its communications to meet Mrs D's needs, taking into account characteristics of vulnerability.
- I set out that I intended to make an award of £400 to recognise the distress and inconvenience Mrs D had experienced.

Mrs D responded to say she thought the amount of compensation was too low.

Principality responded to say:

- It was unable to implement a solution (due to its internal systems) whereby all written correspondence sent to Mrs D is in large print. It detailed the steps that it was taking as a business to change and upgrade its IT systems to alleviate this issue going forward.
- Other than annual statements, it was unlikely Mrs D would be sent any specific correspondence about her mortgage prior to the fixed rate expiring on 30 June 2025. But it acknowledges the inconvenience and frustration having to request documents in an alternative format has and will continue to have. It has said that if Mrs D requires any changes to her mortgage (such as a change in direct debit date) it will provide confirmation via email.
- It understands Mrs D may still be unhappy with its response and the potential short-term solution offered. So should Mrs D wish to move her mortgage to another provider, it is happy to waive the Early Repayment Charge (ERC) on her mortgage.
- It doesn't consider its inability to automatically send documentation in larger print to be a refusal to meet Mrs D's request.

As both parties have now had a chance to respond, it is now appropriate for me to issue my 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.

In doing so, I've taken into account relevant law and regulations; regulators' rules guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

Mrs D has told us she is registered blind – a condition which is considered a disability under the Equality Act 2010.

The Financial Ombudsman Service is an alternative to the courts, and ultimately, it is for the courts to decide on matters of law – including whether there has been a formal breach of the Equality Act – but the Act is relevant law for me to take into account when determining if Principality has acted fairly and reasonably in this case.

Disability is one of the protected characteristics of the Act. Where a person has a disability, a

service provider (such as Principality) should, where appropriate, make reasonable adjustments to allow them to access the service provided without disadvantage.

Under its duty to make reasonable adjustments, Principality should take such steps as is reasonable to remove the disadvantage arising from the application of a broader provision, criterion or practice, or to provide an alternative means of providing the service.

Mrs D's request is a reasonable one – her disability means she cannot read the important and confidential information Principality is sending to her in the post and as such, is at a disadvantage as a result of Principality's practice. She can read the information if it is sent in a larger font, but she does not want to have to call each time she receives a letter she cannot read, explain her disability, and then wait up to 10 days for a second, legible copy to be sent out. I don't think it is reasonable to expect her to have to do that.

I set out in my provisional decision that PRIN 2A.5 of the 'Consumer Duty: retail customer outcome on consumer understanding' is particularly relevant to this case. Specifically, PRIN 2A.5.8 (1) which says:

"In supporting the understanding of retail customers, the firm must tailor communications provided to retail customers, taking into account:

(1) the characteristics of retail customers, including any characteristics of vulnerability;"

With this in mind, I did not think it was fair or reasonable for Principality to say that it is yet to update its systems for mortgage customers so it cannot offer any alternate solution whereby it proactively communicated with Mrs D in a different format.

I explained that Principality has a duty to make reasonable adjustments, to provide support that meets the needs of customers who are vulnerable and to ensure it meets the information needs of its customers.

In response to my provisional decision, Principality has reiterated that it is in the process of upgrading its systems and such a change will mean it is able to adapt its communication to meet the needs of its customers automatically. This is a positive step forward for Principality, but I must be clear, this service has not instructed Principality to amend its IT systems – it would not be our role to do so. Instead, I must determine whether, in Mrs D's individual case, Principality has taken reasonable steps to meet its obligations to tailor its communications to Mrs D taking into account '*any characteristics of vulnerability*' and whether it has made reasonable adjustments to meet her needs. Having done so, I am not persuaded it has.

I understand Principality's systems do not allow it to automate correspondence in large font. But, I haven't been given any information that suggests it would be unreasonable to expect Principality to manually send out written correspondence in large font either in replacement of or in addition to the automatic mailings, without the need for Mrs D to call first.

In doing so, it would negate the need for Mrs D to have to call each time she received documentation she could not read and the delay she currently experiences in having an amended copy sent out once she has called in.

As such, I am not persuaded Principality has done what I would expect it to when taking into account the relevant rules, regulations and legislation that are relevant to its interactions with Mrs D.

Principality acknowledges that it ought to be able to do more for Mrs D but considers itself

limited by its systems. Mrs D also thinks Principality should do more to meet her request. As all parties are in agreement that Mrs D's request for reasonable adjustments is one that Principality ought to be able to meet – I do not need to comment on this further and it follows, in line with the rationale set out above, that I uphold this complaint.

In my provisional decision I set out that I intended to direct Principality to pay £400 in recognition of the distress and inconvenience its actions had caused Mrs D. I'm aware Mrs D thinks this figure should increase due to the impact this has had on her. I have considered her points carefully and I do not doubt that this complaint and her interactions with Principality have caused her avoidable distress and inconvenience. However, I am satisfied that the amount I recommended is in line with our general approach to awards of this kind and takes into account the impact this has had on Mrs D personally. So, I am not going to increase this.

On a final note, Principality has now offered to waive Mrs D's early repayment charge on her mortgage should she wish to move her account to another provider who can better meet her needs. If Mrs D wishes to exercise this option she should reach out to Principality directly and it should ensure all written correspondence regarding such a transaction is in a large font.

Putting things right

To put things right Principality should:

- Put in place a manual arrangement where its written correspondence is sent to Mrs D in large font without the need for her to call first – this can be in addition to its automatic mailings.
- Pay Mrs D £400 in recognition of the distress and inconvenience caused (taking off any prior amounts of compensation it has issued in response to this complaint).

My final decision

For the reasons set out above, I uphold this complaint and direct Principality Building Society to compensate Mrs D as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 2 August 2024.

Lucy Wilson
Ombudsman