

The complaint

Mr C says Compare The Market Limited (CTML) used the wrong start date for his pet insurance policy, resulting in a declined claim for his dog.

What happened

Mr C applied for a pet insurance policy using CTML's website. He says he wanted the policy to start on 3 June 2023, but this was delayed until 3 July. This resulted in a declined claim for treatment his dog needed. His insurer advised that his claim fell within the policy's 14 day no claims period.

Mr C says he's disabled. This affects his sight and the use of his hands, amongst other issues. He says CTML has indirectly discriminated against him, and its website doesn't adjust for his disabilities. He says this is why the wrong start date was used for his policy.

In its final complaint response CTML says it conveyed the correct start date to the insurer. It says this is the date Mr C had chosen. CTML says Mr C was informed that he should check all details are correct, before proceeding with the insurance. It doesn't think it did anything wrong.

Mr C didn't think he'd been treated fairly by CTML and referred the matter to our service.

Our investigator didn't uphold his complaint. She says Mr C had chosen the start date of 3 July 2023. She didn't think CTML had failed to provide a reasonable adjustment once it was aware of Mr C's needs. It did this by increasing the font size in its correspondence. Our investigator noted that CTML's website has a zoom function. She says customer's requiring a larger font can use this function.

Mr C wasn't satisfied with our investigator's response. He says she failed to consider the Financial Conduct Authority's (FCA) guidance for firms on the fair treatment of vulnerable customers. In addition, she'd failed to consider whether he'd experienced indirect discrimination under the Equality Act 2010.

Our investigator responded to say it isn't our role to determine whether a breach of the Equality Act 2010 had occurred. She explained our role is to consider what's fair and reasonable in all of the circumstances of a complaint. Having considered what the law says, she didn't think CTML had treated Mr C unfairly on the grounds of his disability.

Mr C maintained that he'd been treated unfairly and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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.

Having done so I'm not upholding Mr C's complaint. I'm sorry to hear of his dog has been ill this must be a very difficult time for him. But I'll explain why I think my decision is fair.

I've looked at the information CTML provided. This includes a screenshot of the question Mr C was asked. It says, "*Within the next 30 days, when would you like cover to start?*". Next to the question is a calendar. CTML explains that Mr C had to input the date by clicking on the month of his choice, and then selecting the relevant day.

Based on this evidence Mr C selected 3 July 2023 as the start date for his policy. This wasn't auto populated or an error on CTML's part.

CTML isn't the insurer here. It operates the website Mr C used to apply for his pet insurance. We expect the questions asked on CTML's website to be clear. And that it accurately conveys the responses provided to the insurer. Based on the evidence provided, I'm satisfied CTML's question was clear, and it passed on Mr C's response, to his insurer, correctly.

I've thought about Mr C's disabilities and his view that CTML have discriminated against him, under the Equality Act 2010 and the FCA's guidelines on vulnerable customers. He says this is because its website is difficult to see, and use, because of his disabilities. This makes it easy to make a mistake when filling in an application.

The Financial Ombudsman Service doesn't have the power to determine whether discrimination has occurred or whether there has been a breach of the Equality Act 2010. Only a Court can do that. But I've taken the Equality Act 2010 into account when deciding Mr C's complaint – given that it's relevant law – as well as the FCA guidance – when deciding what's fair and reasonable. If Mr C wants a decision that CTML has breached the Equality Act 2010, he may be able to pursue this in court.

I note from Mr C's initial submission to our service that he says CTML made a mistake and informed his insurer of the wrong start date. In his later correspondence he says even if this was his mistake, a fault with his insurer's hub prevented him logging in to check the details were correct.

As discussed, I'm satisfied it was Mr C's mistake when inputting the wrong start date. If he has concerns about not being able to access his insurer's hub (and not being able to check the information he submitted when applying for the policy), this is something he needs to raise with it directly. This isn't something CTML is responsible for, so I won't consider this point here.

I've considered whether CTML treated Mr C fairly, given his disabilities. When using its website Mr C says issues with his manual dexterity and his sight were a problem. He says the website isn't user friendly for disabled people like him. Mr C explains it's easy for someone with his disabilities to touch the screen in the wrong place or, "*the wrong way by a few millimetres*". The wrong information will then be sent to the insurer.

CTML says once it was made aware of Mr C's disability, it increased the font size on its correspondence. It says customers can also use the zoom function when browsing its website.

I've looked at CTML's website to understand the support available.

The home page contains a link to CTML's, "*Customer Support Hub*". Clicking on this link takes you to a page providing information and support. An "*Accessibility*" link is provided on this page. This explains the work CTML is doing to make its website meet the required

standards for the 'Web Content Accessibility Guidelines (WCAG) version 2.1'. It says whilst this work is ongoing, help is currently available in the form of:

"Keyboard-only access; Voice controls, Magnification, Screen reader support, and Clearer words and links."

I can see that the website can be magnified up to 500%. I was able to use this function on a laptop. Although I can't see where on the website it explains how to do this. I note Mr C says he was using a tablet when making his application, so this may have been more difficult for him.

I can't see that Mr C contacted CTML if he was struggling to read its webpage for his insurance application. I would've thought a reasonable person would do so if support was needed. I can't see that he made his disabilities known, until after his insurance claim was declined and so CTML didn't know he required help.

I've considered what the Equality Act 2010, and the FCA guidelines on what vulnerable customers say. This includes what the Equality Act 2010 says about indirect discrimination. I note Mr C has specifically highlighted this aspect of the law. But having done so I don't think CTML treated Mr C unfairly. In the circumstances of this particular case, I'm satisfied it was reasonable for CTML to have a calendar on its website for Mr C to refer to and input the date he'd like the insurance to start from. And once the date from the calendar is selected, the date automatically appears in a separate box so that it can be viewed and checked.

I'm very sorry that Mr C's dog requires treatment, and that this isn't covered by his insurance policy. But I'm not persuaded that CTML is responsible for this, or that it has treated Mr C unfairly. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 November 2023.

Mike Waldron
Ombudsman