



20 Cases from the DCS

DCS Disability Conciliation Service 

funded by  Disability Rights Commission

Disability: Mental Health

Service sector: Education and Training

Summary: Ms D applied for a place on a nursing course at a University. After undergoing two assessments she was told that she was unable to take up her place due to her disability.

Outcome: Full and final settlement was reached

Due to this complaint, the University agreed to make amendments to its screening procedures. The DRC would be asked for advice on best practice.

Ms D was also invited to contribute.

Although the University sought second opinion before deciding not to admit, Ms D believed that the second opinion should have come from a mental health specialist. This view was accepted. It was agreed that this specific point would feature in the review.

Ms D was offered a place on the next course.

Compensation of £1,000 was agreed for injury to feelings.

Disability: Hearing Impairment

Service sector: Education and Training

Summary: A student was refused reasonable adjustments to unable him to attend the residential part of a distance learning course. Several months of correspondence, coupled with assistance from the legal department of a third party had failed to find a solution to an ongoing problem.

Outcome: Full and final settlement was reached

It was agreed that the service provider would provide human communication aids during all the residential parts of the course. Notes and full information would be sent to the student before the course started so that there would be ample time for preparation.

Direct lines of communication were identified between the student and the college so that any future problems would be brought to the attention of a specific person. A meeting would take place between student, tutor and communicators at the end of the first day of the course, in order to discuss how the new method was working.

It was agreed that Disability Awareness Training would be provided to all staff.

Compensation was agreed and took the form of the service provider purchasing a computer with agreed specifications for the Complainant.

Disability: Learning Disability

Service sector: Education & Training

Summary: Mr C applied for a grant from a charitable body. The grant was to enable him to go overseas to take part in environmental research. His application was unsuccessful because the completed form was judged to be “difficult to access” by the organisation.

Mr C believed his qualifications and work history more than qualified him to be offered a grant. He contacted the service provider to request details of his scores and the criteria against which his application had been judged. He also asked for details of their equal opportunities and complaints procedures. Further correspondence and telephone calls failed to satisfy Mr C.

Outcome: Full and final settlement was reached

The meeting was attended by four senior representatives from the respondent organisation, all of whom were involved in various stages of the grant applications procedure. Although it could not be agreed between the two parties whether or not discrimination had occurred, the meeting was highly productive.

The organisation had a current business plan, outlining their equal opportunities policy. Despite this, it accepted that certain procedures had not been followed and they had fallen short in their efforts to implement the policy. They said they were grateful to the Complainant for bringing his complaint to their attention.

It was agreed that the body funding the grants would work more closely with the organisation to ensure that a unified equal opportunities policy was adhered to. The organisation expressed its intention to provide full and accessible information to all grant applicants.

Disability: Physical impairment

Service sector: Entertainments

Summary: A woman who uses a wheelchair was unable to book accessible seats at her local cinema via the national booking line, in line with the provision available to the general public. (The cinema is part of a national chain).

She was also questioned about the validity of her young niece as a carer, for reasons of the carer's age.

Outcome: Full and final settlement was reached.

The meeting was attended by the Service Delivery Manager, and the Regional Manager. An apology was given for the poor service given. As a result of the case, good practice guidelines had been drafted, to ensure that disabled people could book specific seats. People requiring accessible seats would now be referred from the booking line to staff on site at the requested cinema. Staff would have access to seating plans and exit information for each screen. This model would be used for all their cinemas throughout England, Wales, Scotland and Ireland. It was agreed that when internet booking was established, appropriate provision would be made, to ensure equitable provision for bookings is included. Finally, disability awareness training had now been introduced into the staff induction process.

Disability: Physical Impairment

Service sector: Finance

Summary: A man with an existing medical conditions was refused travel insurance for 'commercial' reasons. As part of his holiday arrangements, Mr B applied for an annual travel insurance policy. He supplied information about his existing medical conditions. He was told he could take out insurance, but that it would exclude cover for his existing conditions. No alternative policy was offered that would allow him to travel with full cover.

A general policy exists throughout the insurance world of excluding existing conditions when offering insurance to customers. Due to this, the insurers felt that they had not discriminated against Mr B.

Outcome: Full and final settlement was reached

As a result of Mr B's complaint, the insurance company agreed that they would make a reasonable adjustment by providing single trip and annual insurance policies for people whose 'medical health score' is above the accepted standard.

The importance of making each assessment on its own merits was discussed. It was agreed that more effort needed to be put into finding out about the severity and stability of an individual's conditions. Due to this discussion, phraseology and design of the medical questionnaires are now under review.

A national body of insurers are being lobbied by the company, to fast track a guide to the Disability Discrimination Act for use by insurance providers.

Due to the emotional impact of the way the rejection for insurance was communicated to Mr B by the insurer, the script had been rewritten and was already being used by telephone operators. A goodwill gesture of £100 was offered to Mr B for costs and expenses incurred in pursuing the complaint.

Disability: Physical impairment

Service sector: Hotels & Restaurants

Summary: A businessman who uses a wheelchair had booked in to one of a large international chain of hotels. He required a bed for himself and one for his personal assistant. The hotel only had double-bedded accessible rooms. During the booking process he was told that he would have to pay for the additional room. The Complainant felt that a reasonable adjustment had not been made.

The meeting took place at one of the hotels. The company provided a local representative and a Manager from their European headquarters. At a very full and constructive meeting a number of detailed policy and operational practice changes were agreed.

Outcome: Full and final settlement was reached

The company had already agreed to change booking procedures. Where wheelchair accessible twin rooms were not available, a complementary adjoining room would be offered, subject to availability. (Interconnecting room, or adjacent or nearby room will be offered). This information would be circulated to all their hotels, booking lines, central reservations and each individual unit.

The company also agreed to look at how independent bookings, conducted electronically through travel agents, airlines etc would incorporate this. The company would check that staff training was in place, to ensure implementation of the policy change and also agreed to look at the issue of keeping disabled rooms available until 48 hours, before letting to non-disabled people. During re-modification of the standard designs for disabled provision, they agreed to look at the possible provision of shower chairs and other suitable transfer apparatus.

Compensation was agreed of £500 in recognition of hurt feelings and £500 in recognition of the time and expenses spent on the case. The company agreed that a press statement could be issued, subject to final approval of both parties.

Disability: Physical impairment

Service sector: Retail

Summary: Mrs P was unable to use the wheelchair accessible checkouts at her local supermarket. They were either not in use, or were blocked by display boards. She also had problems using the store, because the disabled parking bays were being abused by non-disabled customers. She also had problems accessing the cash point machines for reason of their location.

Outcome: Full and final settlement was reached

The store had re-arranged the checkout set-up so that at least one bay would be live at all times (instantly available). New checkouts would be installed and at least one of these would be accessible. A new policy had been introduced to ensure that checkouts would be uncluttered, and packing services would be available.

To aid visibility, a new sign would be hung above the accessible checkouts. With regards to accessible parking, blue bays were now standard in all new stores, and it was hoped that this would soon be incorporated in all stores.

The store manager had been in contact with a disability organisation to discuss ways of policing the car park. The company had also introduced a new format for staff disability awareness training

With regards to the location of cash point machines, the company pointed out that whilst they have no direct say in the location of such facilities, the issue would be raised with the building design manager.

Disability: Physical Impairment

Service sector: Retail

Summary: Mr D was out shopping with his sister. When they arrived at a gifts and videos shop, an assistant met them at the entrance and told Mr D's sister that he would not be allowed in the shop in his wheelchair. She went on to say that if he wanted to look around the shop he would have to leave his wheelchair outside the shop and walk. Mr D left the shop in a distressed state.

Outcome: Full and final settlement was reached

Mr D was able to make clear to the shop owner the distress he had suffered as a result of the treatment he had received at the shop. The owner expressed deep regret that the situation had arisen. He agreed that issues arising from the conciliation meeting would be relayed to his business partners and to all staff, so that they were aware of their duties under the DDA.

Signs would be erected so that once in the shop, the route around the shop for wheelchair users would be clear. The owner also agreed to contact his local Traders Association and use this experience to do promotional and educative work on the DDA as it relates to service providers.

Mr D felt that the owner genuinely understood and that he would actively seek ways of ensuring the same situation did not occur again, whilst also using the incident to promote learning among his local business community.

Disability: Physical impairment

Service sector: Sports & Leisure

Summary: A wheelchair user was unable to attend a charitable musical event held at a football ground. The accessible parking had been pre-allocated for the event. However, Mr Y had won his ticket in a competition and had not been told about the parking. When he arrived, no alternative was suggested and he returned home with his wife. It was agreeable to all to set up a joint meeting, involving the Commercial Manager of the club and the Business Manager of the charity that had organised the event.

Outcome: Full and final settlement was reached

An apology was given. In future, the management of the club agreed to inform sponsors of any ticketed competitions in order to ensure that Information regarding access requirements is sought and forwarded to the club. They would also ensure that all future press releases would make reference to special requirements, asking people to contact a nominated club office. For future events, an allocated accessible vehicle would be available to avoid a re-occurrence of the incident.

Stadium stewards now have Disability Awareness included in their induction training, and are instructed to use the personal radio system to contact the office in any situations where access issues arise.

Lastly, a goodwill gesture was offered for Mr Y and his wife to be guests at a future joint event between the charity and the club.

Disability: Physical impairment

Service sector: Sports & Leisure

Summary: A longstanding member of a private golf club was refused access to the golf course using his buggy. The client had wished to use the services of the golf club on a clear and dry day. When he rang, he was told that the courses were not open. He later attended the golf course in order to seek clarification for the refusal, and found the greens being used by non-disabled members.

Previous to this, he had made several approaches to the club, including letters written to the committee, seeking to clarify and resolve the situation. Health and safety had been given as the primary reason for refusing access.

Historically, decisions had been made in an ad-hoc way, without a clear policy or appropriate guidelines. After taking legal advice, the club were unclear whether they were covered by the Act. However, they were willing to enter conciliation, and to conduct themselves in the spirit of the act.

Outcome: Full and final settlement was reached.

The club made a statement of its commitment to making its services as accessible as possible to all of its members. A proposed new policy for the safe use of golf carts would be implemented, after committee approval. A copy would be made available to all its members.

A buggy user's advisory group would be set up by the health and safety officer at the club. A clear strategy had been set out for decisions regarding access to the green. Members would be able to ring in for this information, which would be recorded on an answering machine if staff were unavailable.

Lastly, the club apologised for previous communication difficulties. Everyone present agreed that the openness and clarity that the agreed measure would bring would help the club move towards the accessibility all present wished to achieve.

Disability: Physical Impairment

Service sector: Sports & Leisure

Summary: A member of a health club was prevented from using the full range of facilities. She was told she could no longer be lifted into the pool. Ms R benefits from regular exercise. She joined a local health club so that she could swim regularly. She chose the club specifically because she has problems with mobility and the pool had small steps that she could manage.

After months of enjoying a regular swim Ms R's condition worsened. She was no longer able to manage the steps. A pool attendant lifted her into the pool so she could continue to swim. After six weeks of this arrangement, the Manager informed her that she could no longer be lifted in to the pool as it contravened Health and Safety regulations. The remainder of her membership fee was refunded on request, and she was left unable to take the exercise that she needed.

Ms R believed that the club had discriminated against her, as it had not attempted to make a reasonable adjustment to allow her to access the pool.

Outcome: Full and final settlement was reached

Ms R wanted to resume her regular swimming sessions. The Club undertook to fulfil their duty to make their service accessible. They would be working with the Local Council and actively seeking information on how to modify their facilities, with a view to making essential changes within the year. AS a goodwill gesture, Ms R received free annual membership to a health club of her choice.

Disability: Physical Impairment

Service sector: Transport

Summary: Mr W requested train timetables in large print. He was told they were not available. As a frequent rail traveller, Mr W often encountered problems finding out what time his train was and establishing which tickets were appropriate because he could not read the small print.

He wrote to the train companies operating his local services requesting timetables in large print. The answers he received were that none supplied large print timetables.

Mr W knew that although the DDA does not yet cover transport providers, it does cover their attendant services such as booking process, waiting rooms and timetables.

Outcome: Full and final settlement was reached.

At the meeting, Mr W received an apology for the trouble and stress he had had to go through to obtain an accessible timetable. By the time the meeting took place, the company had already progressed the introduction of large print timetables. They were able to show examples and report on developments.

It was agreed that the company would provide all of its timetables on an A4 sheet, available on request at stations. Mr W agreed to act as a consultant throughout this process. There would be a campaign to raise awareness of the changes made. The topics covered at the meeting and the changes being made would be fed back to a national group of train companies when they met to focus on disability issues.

The train company offered Mr W two free train passes as a gesture of goodwill for bringing the matter to their attention and for his continued assistance.

Disability: Visual Impairment

Service sector: Communication

Summary: Mr X was unable to access the service of his chosen internet service provider as reasonable adjustments were not made to inform him of his PIN number.

Outcome: Full and final settlement was reached

As a result of discussions, the ISP recognised its obligations under the DDA 1995. They committed to making the service accessible in the long term and to install short term solutions until the new systems were in place. Mr X agreed to act as a consultant during the process.

The ISP agreed to investigate the provision of itemised bills and inserts in accessible formats. Also, they agreed to devise a way of ensuring that customers received their communications in their requested format continually, without having to make fresh requests for each new piece of information.

The ISP also agreed to provide staff in retail outlets with a list of services and products that are accessible so that staff would be informed and the information could be passed onto customers. The ISP's current leaflet on the topic of information accessibility would be rewritten and the disability services section on the website would be reviewed.

Mr X received an apology from the ISP and compensation of £425 was paid.

Disability: Visual impairment

Service sector: Education & Training

Headline: A client with a severe visual impairment was unable to fully participate on IT training course due to lack of training information in an accessible format. The training information had not been provided in an alternative format, despite the training provider having been informed that a person with a visual impairment would be attending the course. The dispute centred around what information had been provided, and whether it was up to the client to have informed the training providers fully about their requirements.

Ms R had also been subjected to inappropriate and humiliating remarks by the trainer. Whilst the Director of the firm was very willing to attend conciliation, she was doubtful as to how it could resolve the situation, and had reservations about offering an apology for a matter in which she had not personally been party to.

Outcome: Full and final settlement was reached.

A complete and unreserved apology was given at the meeting. The company offered a full day's consultancy to Ms R when she had a system upgraded, and offered to provide new techniques / information free of charge.

In preparing for the conciliation, the company had highlighted their need for staff disability awareness training. The Disability Co-ordinator from Ms R's workplace offered to provide some information on training and training providers. It was agreed that in future, good practise would include staff being pro active in gaining all the necessary client information to make sure that a course was fully accessible.

At the end of the conciliation both parties expressed that it would have been useful if conciliation could have taken place at an earlier stage.

Disability: Visual Impairment

Service sector: Health

Summary: A woman missed hospital appointments due to the fact that her hospital failed to send correspondence in an accessible format. Mrs T had waited to hear from the hospital with details of an appointment. When the letter arrived she could not read it.

Mrs T is registered blind and had requested correspondence to be sent to her in font 56 on yellow paper. The notification she received was in standard font on white paper.

When she initially complained, the hospital assured her that a note had been put on the front of her file and that she would be receive the correct format in future. Shortly after, she missed an appointment at the hospital. Another notification had been sent to her in an inaccessible format. She complained again. After several missed appointments and complaints, she contacted the DRC Helpline.

Outcome: Full and final settlement was reached

The conciliation meeting was attended by three representatives from the hospital management. Mrs T received and accepted a full apology for the treatment she had received. She is now a member of the working group set up by the hospital to tackle the problems they are having with dealing with disability issues. Dates and times had been set for monthly meetings.

The hospital currently had no disability policy. This was being rectified and a policy was being researched and would be produced. Mrs T agreed to be involved in producing this. Compensation had been requested by Mrs T. It was agreed that this would be processed via a separate route specific to the service provider.

Disability: Visual Impairment

Service sector: Hotels & Restaurants

Summary: A person with an assistance dog was refused service at a restaurant. On entering the premises he was told by the owner that dogs were not welcome. Mr J explained that the dog was an assistance dog and that the restaurant was breaking the law (DDA) by refusing Mr J service for a reason relating to his disability.

The owner maintained that he operated a 'No Dogs Policy' and maintained his request for Mr J to leave.

Following this incident Mr J went to the police station to lodge a complaint. A police officer visited the restaurant that evening to explain the DDA. The owner maintained his position in denying entry to the assistance dog. However, after being contacted by the Disability Rights Commission, he realised that he had 'made a mistake' and agreed to apologise unreservedly and put a sign in his restaurant saying 'Guide Dogs Welcome'.

Mr J was initially keen to pursue his case through the courts but agreed to try conciliation first. The owner did not think any further action was warranted as he had agreed to apologise and was now willing to allow assistance dogs into his restaurant. However, after several conversations with the Disability Conciliation Service, he agreed to attend a meeting.

Outcome: Full and final settlement was reached

During the meeting both parties came to understand each other. The owner learnt of the personal effects of discrimination, while Mr J realised that he had only recently started the business and was learning through experience.

An unreserved apology was offered and there was agreement to put a 'Guide Dogs Welcome' sign in the restaurant window. Compensation of £1,500 was agreed for injury to feelings and the loss of valuable time that had been spent as a direct result of the incident.

Disability: Visual Impairment

Service sector: Local Authority

Summary: Mrs B is a voter who likes to exercise her rights. She was refused the help she needed and told that she would incur a £1000 fine if she did not complete an electoral form.

As she is registered blind she is unable to fill in the forms alone, a neighbour usually helps her. This year, however, the neighbour was unable to help. Mrs B telephoned her local council to ask if she could provide the information over the phone. She was told that she could not, as the form had to be signed. She was offered no reasonable adjustment.

Two weeks later, a representative of the electoral office knocked on her door to request that she provide a completed form. She explained her difficulty. She was not offered any help. Moreover, she was told that she could face a fine of £1000 if she failed to submit her form.

Mrs B rang the council office again and was told she would not be fined and would remain on the electoral register. She spoke to the Head of the Department about the problems and distress that the forms were causing her. Mrs B was assured that thought would be given to the matter. She heard nothing further.

Outcome: Full and final settlement was reached.

Mrs B took part in a review of the registration and voting system. The Council undertook to provide a canvasser to provide people with assistance to fill in their forms. There was a general review of customer services offered to disabled people. New ways of advertising the new services provided by the Council would be sought. The profile of Disability Awareness Training was to be raised during staff induction and continued throughout their employment.

Mrs B accepted an unreserved apology from the Council for the distress she had suffered due to their poor handling of the situation.

Disability: Visual impairment

Service sector: Public Administration

Summary: Mr F had requested forms in large print or on disk at his local job centre. These were not available. He was refused help from staff to input information onto in the forms for reasons of essential protocol. He was also not able to take a form away to obtain help from another source due to a lack of available forms. As a result, there was a delay in the processing and he incurred a financial penalty. In addition to this, no loop system was available at the centre.

Outcome: Full and final settlement was reached

The meeting was attended by the Regional Disability Services Manager, and the National Policy Manager. The service agreed to update all national advisors with regards to reasonable adjustments that should be made. This would include having (and promoting) loop systems and large print formatting.

A request would be put forward that all forms should be available in alternative formats and all advisors would now be available by e-mail or text phone.

£250 compensation was agreed.

Disability: Visual Impairment

Service sector: Transport

Summary: A woman was left stranded on a rail platform. The 'disabled assistance' service she had booked three days in advance had not been provided.

Ms L had written to the transport provider to complain about the incident. In reply, she had received an apology (informing her that they had been short staffed on the day) and a £5 travel voucher.

Outcome: Full and Final Settlement was reached.

The rail company agreed that they had duties under the DDA 1995 to providing an accessible service. Staff would be informed that the disabled assistance service was not a gesture of goodwill but a requirement of the DDA.

A review would be conducted into the ways that the disabled assistance service would be available 100% of the time. This was a priority and would be carried out within two weeks of the date of the meeting. Booking facilities for the service were also being reviewed.

AS a goodwill gesture, Ms L received a free one-year rail ticket between two specific destinations in recognition of the incident.

Disability: Visual Impairment

Service sector: Electric, Gas, Water Supply

Summary: A woman fell into arrears and incurred penalty charges due to the fact that she was not provided with bills in a format that she could access. Before moving into her new house, Ms W asked to receive all correspondence from her utility providers in an accessible format. She was told that this would be done.

For one year she continued to receive bills and correspondence in print too small for her to read. She made several further requests for the information to be provided in an accessible format. The bills started to pile up and eventually, an engineer arrived on her doorstep. Her electricity was to be cut off due to non-payment of bills. Instead of cutting her off the engineer installed a 'pay as you go' meter – which Ms W could not read as the numbers were too small.

After another complaint from Ms W, the engineer returned to re-set the meter to its original configuration.

Outcome: Full and final settlement was reached.

At the meeting, the situation was discussed in detail to Ms W's satisfaction. The amounts charged for the engineer's visits and other incurred charges had been credited to her account.

The company arranged for all her correspondence to go via internal personnel who would produce the correspondence in the required accessible format.