

The complaint

Miss F is unhappy AXA Insurance UK Plc cancelled her home insurance policy (which included legal expenses insurance).

What happened

Miss F has home insurance with AXA which includes legal expenses cover. She sought assistance from her legal expenses policy in relation to a neighbour dispute. I understand her legal expenses insurer turned down the claim because it thought the underlying dispute predated the start of her policy. Miss F called that insurer on 17 January to discuss the reasons for the claim decline. As a result of comments she made during that call AXA gave seven days notice of policy cancellation on 24 January.

Our investigator said under the terms of the policy AXA was entitled to cancel it "*if you use threatening or abusive language towards our staff or suppliers*". And having listened to the call between Miss F and the adviser on 17 January she thought it acted reasonably in doing so in this case.

Miss F didn't agree. So I need to reach 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.

First, I'm not considering here the decision Miss F's legal expenses insurer reached on her claim. That that would need to be pursued as a separate complaint against that business. It isn't something AXA is responsible for. What I am considering is AXA's decision to cancel Miss F's policy.

The terms and conditions of her policy say AXA reserves the right to cancel or void the policy and sets out circumstances in which that could happen. Those include "*you use threatening or abusive behaviour or language towards our staff or suppliers*". AXA has also provided us with a copy of its 'Abusive Customer Statement'. That sets out what it classes as aggressive or abusive behaviour which includes "*offensive or insulting language*". It goes on to say "*we will always explain what we see as unacceptable and will ask the person to change their behaviour, communication or language*". But, if it that behaviour continues, it sets out steps it might then take which include "*we may cancel your policy and decline to do further business with you*".

I've listened to the call between Miss F and the adviser which prompted AXA's decision to cancel her policy. Miss F was clearly frustrated at the decision to turn down her claim and wanted to speak to someone legally qualified about this. The adviser explained he wasn't legally qualified but that decisions on claims coverage related primarily to the terms and conditions of a policy.

Unhappy with that and the fact the adviser wouldn't transfer her call to a manager Miss F used offensive language to describe his position. In response the adviser said he would end

the call if that language continued to be used. Miss F repeatedly did so and then used personally offensive language directed at the adviser and his (assumed) religion.

Miss F said in her complaint to us the adviser had been “*gaslighting*” her during the call, that he lied to her, talked down to her and talked over her. I don’t agree. I think the adviser sought to explain his position on her complaint and what next steps were open to Miss F although she didn’t accept his position on that. While on occasion both Miss F and the adviser spoke at the same time I don’t think it’s right to say the adviser talked over her. And I think the offensive language Miss F used would reasonably fall within the definition AXA set out in its ‘Abusive Customer Statement and the adviser made clear Miss F should stop using such language.

I appreciate where offensive language continues to be used AXA’s policy does include other options short of cancellation. For example, it had the option of “*stopping communicating directly with that person*”. That appears to have been the approach adopted by Miss F’s legal expenses insurer. However, the question I need to consider is whether AXA was at fault in its decision to cancel her policy.

In considering that I’ve taken into account that Miss F used offensive language a number of times during the call, that the adviser asked her to stop and it was after he’d done so that she used significantly more offensive and personally directed language towards him. I don’t think any frustration Miss F may have felt at the decision on her claim or AXA’s previous actions provides justification for that. There may have been alternative steps AXA could have taken in response to her comments but I don’t consider it was at fault in deciding to cancel her policy.

My final decision

I’ve decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I’m required to ask Miss F to accept or reject my decision before 12 September 2024.

James Park
Ombudsman