

## **The complaint**

Mr A complains U K Insurance Limited trading as Churchill Insurance (“Churchill”) has treated him unfairly by declining to continue to speak with him on the phone.

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat them here. Instead, I will focus on the reasons for my 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.

Mr A has an insurance claim with Churchill. Complaints about how the claim has been handled have been (or are being) considered separately. This complaint is only about Mr A’s dissatisfaction with Churchill’s decision to decline to continue to speak to him on the phone. He says it’s actions in this regard amount to discrimination based on age, race or disability.

Mr A has referred to the Equality Act 2010. It’s not my role to say whether Churchill has acted unlawfully or not – that’s a matter for the Courts. However, I’m required to take the Equality Act 2010 into account, given its relevant law. Ultimately, I’ve decided this complaint based on what’s fair and reasonable in the circumstances.

In January 2024 Churchill wrote to Mr A to say it will only communicate with him in writing because of his conduct on phone calls. Churchill later said it would be willing to discuss matters on the phone with a representative. Mr A disputes his conduct was inappropriate and has explained he raises his voice at times for legitimate, understandable reasons.

I have listened to recordings of some calls between Mr A and Churchill in the lead up to its decision. I find Mr A’s behaviour was sometimes inappropriate and the calls mostly unproductive. This is mainly due to unreasonable demands, a high volume and unfriendly tone, attacks/accusations, and not allowing Churchill’s staff the opportunity to respond.

There are two parties to every phone call and so I have considered whether the actions of Churchill’s staff contributed to the way the calls went. I’m not persuaded they did. I say this because I find Churchill’s staff were patient, professional and courteous throughout. I’m also satisfied they were genuinely attempting to assist Mr A with his concerns/enquiries.

I recognise Mr A was frustrated with how the claim was proceeding, and I’ve considered what he’s said about his personal circumstances. But his behaviour, combined with the volume of unproductive phone calls, mean I’m satisfied it was fair and reasonable - and likely for the best - for Churchill to decide to decline to continue to speak to him on the phone.

Mr A has said corresponding by email is difficult for him. But Churchill has offered to speak to a representative, should he wish to appoint one. I’m also aware Mr A has emailed Churchill and our Service effectively. It follows I’m satisfied Mr A’s claim can progress

without him needing to speak to Churchill on the phone.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 September 2024.

James Langford  
**Ombudsman**