

## **The complaint**

Ms S is complaining that Blue Badge Mobility Insurance Broker Services Limited ('Blue Badge') wouldn't renew her carer professional indemnity insurance policy. She believes it's breached the Equality Act 2010 in doing so.

## **What happened**

In April 2022 Ms S took out an insurance policy through Blue Badge – a broker – to indemnify her for her work as a carer. In March 2023, Blue Badge wrote to her to say it wouldn't be offering her a renewal of the policy. Ms S complained about this. Blue Badge explained that it took this decision as a result of the way Ms S had spoken to its staff when she'd raised a complaint during the policy term. Ms S says that Blue Badge was racially discriminating against her as she says the way she speaks is down to her race.

Our investigator didn't uphold the complaint as she didn't think there was anything to support that Blue Badge had discriminated against her. The investigator thought Blue Badge declined to renew the policy because of the language Ms S used during the complaint as opposed to the way she spoke.

Ms S didn't agree with the investigator and maintained that she strongly feels Blue Badge discriminated and victimised her in deciding to not renew the policy. As she didn't agree, the complaint's 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.

I've decided to not uphold this complaint and I'll now explain why.

I should first state that this Service isn't the regulator. So it's not our role to direct Blue Badge generally about how it conducts its business or who it does business with. But I can look at whether it has treated Ms S fairly. It's also not our role to say whether a business has acted unlawfully or not – that's a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time. So, although it's for the Courts to say whether or not Blue Badge has breached the Equality Act 2010, we're required to take it into account, if it's relevant, amongst other things when deciding what's fair and reasonable in the circumstances of the complaint.

Ms S doesn't think Blue Badge has treated her fairly – in particular she thinks it's racially discriminated against her in its decision to not renew the insurance policy. And she says this decision meant she was unable to work.

The Equality Act 2010 ('the Act') is relevant here and I've thought how it applies in Ms S's case. The Act prohibits several types of discrimination – such as direct and indirect discrimination and victimisation – and the relevant protected characteristic here is race.

Blue Badge has said it chose to not do business with Ms S any longer because of the way she treated its staff. In essence Ms S is saying that Blue Badge indirectly discriminated against her because she said she speaks the way she does because of her race. She also thinks it's victimised her for raising a complaint.

I've considered what Ms S has said and also thought about Blue Badge's reasons for not renewing the policy. Blue Badge has set out that its decision rests from the way Ms S spoke and communicated with its staff shortly after the policy was taken out. Unfortunately, Blue Badge didn't record its telephone calls at that time, so I can't listen to what was said, but I've considered the testimony of all parties to think about what's *most* likely to have been said.

Blue Badge says Ms S made many personal hurtful accusations it considered to be totally without foundation to people she didn't not know and whose background she does not know. I don't think Blue Badge has made the decision it did because of the way Ms S spoke, but because of what she said. It's, ultimately, a commercial decision by Blue Badge who it does business with. It's entitled to make the decision it did, so long as it exercises this right fairly.

I can understand why Ms S was unhappy to be suddenly told that the policy wouldn't renew as it seems there was around 10 months between the calls that caused Blue Badge to have concerns and Blue Badge informing her it wouldn't renew the policy. Ideally, Blue Badge could have advised Ms S of this sooner, although given the nature of the conversations at the time, I can understand why Blue Badge chose to not do so. But, in any event, I'm not persuaded Ms S has lost out here. She's ultimately unhappy Blue Badge chose to not renew the policy and this wouldn't be any different whether Blue Badge informed her of it's decision in May 2022 or when it was due to renew in March 2023.

Taking everything I've seen into consideration, I can't reasonably conclude that it was unfair for Blue Badge to decide it didn't want to continue to arrange an insurance policy for Ms S. I'm satisfied that it took the decision to safeguard its staff and I don't think it was unfair for it to make the decision it did. And it gave Ms S one month's notice of this decision, so I'm satisfied that it gave Ms S sufficient time to make alternative arrangements.

### **My final decision**

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 13 October 2023.

Guy Mitchell

**Ombudsman**