Financial Ombudsman Service

The complaint

Mrs D complains about comments made by Exeter Friendly Society Limited during a telephone conversation about her income protection insurance policy.

What happened

Mrs D contacted Exeter about the rehabilitation benefits available under her income protection insurance policy. During the call, Exeter said Mrs D was able to type, because she had typed emails to it. Mrs D explained this wasn't the case, and that she used dictation on her phone.

Unhappy, Mrs D brought a complaint about the matter to the attention of our service.

One of our investigators looked into what had happened and said he wouldn't be asking Exeter to pay Mrs D compensation. Mrs D didn't agree with our investigator's opinion, so the complaint has been referred to me to make a decision, as the final stage in our process.

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.

Mrs D brought a separate complaint to our service about Exeter's failure to pay a claim under the rehabilitation section of her income protection insurance policy. That issue has been considered under a different complaint reference number and this final decision only relates to the comments Exeter made to Mrs D while on the telephone.

When making this decision I can only consider the circumstances of the specific complaint which Mrs D has brought to us, and that is the comments made during this particular call. I understand Mrs D has mentioned an issue which arose in 2017 which she feels demonstrates a particular pattern of behaviour on the part of Exeter, but this isn't something which I can take into account when making my final decision. I can only consider the facts of the event complained about as they happened, and I can't draw inferences into something that happened previously which the business hasn't had the opportunity to look into a complaint about first. In any event, I have no power to punish or fine a business for its actions.

It's not for me to make a determination about whether what Exeter said to Mrs D amounted to an accusation of fraud, dishonesty or misrepresentation. That would be a matter for the courts. My role is decide whether I think Exeter acted unfairly or unreasonably in the circumstances and, overall, having listened to the call between Mrs D and Exeter, I don't think it did.

It's clear Mrs D is upset by what Exeter said to her but dealing with an insurance claim will inevitably involve a policyholder being asked questions about their circumstances, and an insurer is entitled to make reasonable enquiries in relation to a claim.

While it may have been helpful if Exeter had phrased a question about typing differently, rather than making an incorrect assumption that Mrs D could type, I don't think what Exeter said was unfair or unreasonable when considering the context in which the comments were made. And, Exeter made it clear during the call that it hadn't yet had time to consider all the evidence which Mrs D had provided at that point.

Even if I did think Exeter should have phrased the statement differently, I wouldn't generally consider it appropriate to make an award of compensation for the impact of one statement of this nature. I'd likely consider an apology to be sufficient and Exeter has said it apologises if Mrs D found the statement in question upsetting, and that wasn't its intention.

I appreciate Mrs D's description of the emotional impact of Exeter's statement on her based on her individual situation and I can assure her this hasn't been disregarded. However, I must reach a decision which is independent and impartial and I don't think Exeter has acted unfairly or unreasonably in the circumstances, so I won't be directing it to do anything further.

My final decision

My final decision is that I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 13 August 2025.

Leah Nagle
Ombudsman