



EMPLOYMENT TRIBUNALS

Claimant: Ben Russell

Respondent: Cavalry Claims Services Limited

Heard at: CVP **On:** 25 and 26 September 2025

Before: Employment Judge Freshwater

Representation

Claimant: in person

Respondent: Mr Frame (solicitor)

RESERVED JUDGMENT

1. The claimant's complaint of unfair dismissal is not well-founded and is dismissed.

REASONS

Background

1. The claimant is Ben Russell. The respondent is now trading as Cavalry Claims Services Limited. It was previously known as Ethical Claims Services Group Limited. I have therefore amended the name of the respondent.
2. The respondent is a company that administers motor insurance claims for insurance companies.
3. Mr Russell was employed by the respondent as a Senior Claims Handler when his employment came to an end.
4. This case is about whether or not Mr Russell was unfairly dismissed from his employment.

Procedure and hearing

5. The case was heard remotely by CVP.
6. I was referred to a bundle of documents of 161 pages and seven witness statements. The details of the witnesses are set out below.
7. I heard oral evidence from Mr Russell, Gary Myersclough and Ashleigh Thain (both previously colleagues of Mr Russell). I read a witness statement from Jayme Earl who was unable to attend the hearing due to being abroad for work commitments. I read a witness statement from David Pegg who was not released from his work as a bus driver due to rota requirements.
8. I heard oral evidence from the following witnesses on behalf of the respondent: Jon Phillips (Head of Claims), George Georgiou (Director of the respondent) and Rob Pavey (Claims Manager).
9. Mr Frame relied on a written opening, which I permitted because it dealt with an objection to the inclusion of what Mr Frame submitted were protected conversations that Mr Russell had referred to in the evidence before me. Mr Russell did not accept that he had been informed any protected conversations took place. The respondent had raised this in its response to the claim and requested a preliminary hearing, but none had taken place before the listing of this final hearing. Having heard the evidence, I decided it was not relevant to my determination of the complaint because the basis of my decision stems from other factors as explained in these reasons.
10. I heard oral submissions from both parties. Mr Russell also submitted closing submissions in writing.
11. Judgment was reserved.

Claim and issues

12. Mr Russell made a complaint of unfair dismissal. He submitted that it was unreasonable of the respondent to have relocated his place of work from Norwich to Colchester and to have refused him permission to work from home. He said that it amounted to a breach of his contractual rights and a disregard of his personal circumstances.
13. The respondent disputed that Mr Russell had been unfairly dismissed. It said that he had resigned or alternatively if he had, in law, had been dismissed it was for a fair reason. The respondent relied on redundancy or there was some other substantial reason for the dismissal namely a business decision that the respondent was entitled to make.

The law

14. Section 94(1) of the Employment Rights Act 1996 says that an employee has the right not to be unfairly dismissed by his employer.
15. Section 95 of the Employment Rights Act 1996 deals with the circumstances in which an employee is dismissed. It says, so far as

is relevant to this case:

“(1)For the purposes of this Part an employee is dismissed by his employer if (and, subject to subsection (2) only if)—

(a)the contract under which he is employed is terminated by the employer (whether with or without notice),

...

(c)the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer’s conduct.”

16. Section 98(1) of the Employment Rights Act 1996 states that:

“In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—

(a)the reason (or, if more than one, the principal reason) for the dismissal, and

(b)that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.”

17. Under section 98(2)(c) of the Employment Rights Act 1996, redundancy is a potentially fair reason for dismissal.

18. Section 98 (4) of the Employment Rights Act 1996 states that:

“[Where] the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer)—

(a)depends on whether in the circumstances (including the size and administrative resources of the employer’s undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and

(b)shall be determined in accordance with equity and the substantial merits of the case.”

19. In the case of Hollister v National Farmers’ Union 1979 ICR 542, CA, the Court of Appeal said that a ‘sound, good business reason’ for reorganisation was sufficient to establish some other substantial reason for dismissing an employee who refused to accept a change in his or her terms and conditions.

20. In the case of Scott and Co v Richardson EAT 0074/04, the reason is not one the tribunal considers sound but one ‘which management thinks on reasonable grounds is sound’.

Findings

- 21. Mr Russell was employed by the respondent as a Claims Handler from 19 January 2022. His employment ended on 23 June 2024 (his last day in the office being 21 June 2024). He later became a Team Leader and received a higher salary. He did not feel comfortable in that role, and the respondent agreed he could revert back to being a claims handler but would retain the higher rate of pay associated with being a senior claims handler. The evidence of Mr Pavey and Mr Phillips was that Mr Russell was generally held in high regard by the respondent and that they wanted him to work for them following the relocation of the office.**
- 22. Mr Russell's contract of employment said that his normal place of work "shall be homebased or such other place which the Company may reasonably require for the proper performance and exercise of your duties." It was accepted by the respondent that Mr Phillips had worked from home initially, but for at least the twelve months before his employment ended had worked in the office. Mr Russell agreed that he had worked in the office after the birth of his first child because there was no adequate working space in his home at that point.**
- 23. On 20 May 2024, Mr Russell was informed by Mr Phillips and Mr Pavey that the respondent had decided to close the office in Norwich and relocate the operations to an office in Colchester. There was a need to move to a larger office to accommodate newly recruited staff. The respondent is a business with one, main, client that had expressed concern about the respondent's performance. Plans were put into place to remedy this which included recruitment. Mr Phillips' evidence was that in February 2024, there was a move to a larger office in the same building in Norwich but this was only on the basis of a 6 months lease. It was not a permanent solution. Consideration was given to finding another office in Norwich, having an office in Norwich and Colchester as well as relocating entirely to Colchester. Ultimately, the office chosen in Colchester offered to the best rates for the respondent. Another factor in making the decision to relocate to Colchester was that the respondent had been unable to recruit enough employees local to Norwich and more staff were available in the Colchester area.**
- 24. Staff based in the Norwich office were told that they could relocate to Colchester. Mr Russell decided that this was not viable for him given his overall family circumstances, which included his partner's work schedule and childcare arrangements. In addition, Mr Russell worked overtime which increased his earnings. He worked the overtime from home and would not be able to do so if commuting because the time he usually spent working would be spent commuting. He said in oral evidence that there was a lack of suitable employment for his home life, and this is the essence of his claim of unfairness.**
- 25. Mr Russell declined the offer to relocate if he had to work in the Colchester office for 5 days a week. He requested to be able to work from home. The respondent did not consider this appropriate, due to the nature of Mr Russell's role which included training and mentoring**

new staff. The respondent determined that Mr Russell's, and indeed that of all the employed claims handlers, must be office based. This was a decision reached by the respondent in order to meet the needs of the business. There was a claims handler based at home in Ireland, but she was not an employee and her position was therefore different.

26. On 22 May 2024, Mr Russell attended a consultation meeting with Mr Phillips. Mr Russell informed Mr Pavey that he thought it was unreasonable to expect him to relocate to Colchester due to his family circumstances. During the meeting, Mr Russell was told that this was not a redundancy situation because he was being offered a role in the new office. Mr Russell said that he would be prepared to work from home 3 days a week and in the office for 2 days a week. Mr Phillips said that this would be considered.
27. On 23 May 2024, a follow up meeting took place between Mr Russell, Mr Phillips and Mr Pavey. Mr Russell was informed that he would be able to work from home for 3 days a week and in the office for 2 days a week for a period of one month after the office relocation but after that he would be expected to work in the office 5 days a week. Mr Russell rejected this offer because it was not feasible for him.
28. On 24 May 2024, a letter was sent to Mr Russell from Mr Phillips. That letter stated that Mr Russell had declined to relocate and so was taken to have resigned. He was expected to work his notice period of one month.
29. Subsequently Mr Russell was offered a 3-month period of notice. He did not want to take this up because he did not want to risk being ineligible for paternity leave in his new job.
30. On 27 May 2024, Mr Russell submitted a written grievance. A grievance meeting was held on 6 June 2024 between Mr Georgiou and Mr Russell. The grievance was partially upheld, essentially on the basis of how Mr Russell perceived he had been treated by Mr Pavey and Mr Phillips. Mr Russell was informed of his right to appeal and, given that there was nobody more senior in the respondent to deal with an appeal, Mr Georgiou said he would find somebody else suitable to deal with it.
31. Mr Russell appealed the grievance outcome. Mr Georgiou's evidence was that, ultimately, he had to determine the appeal as well because nobody else more suitable was available. Mr Russell explained in his evidence that he decided not to attend an appeal meeting because he believed it would not be productive as Mr Georgiou was unlikely to reach a different conclusion.

Conclusions

32. The first issue to be determined is how Mr Russell's employment came to an end. I am satisfied on the balance of probabilities that Mr Russell was dismissed and that he did not resign. Mr Russell did not provide any notice of resignation when invited to select an option by the respondent. The respondent said that because Mr Russell had not

chosen to work at the Colchester Office, it considered that he had resigned and that his employment would be terminated with notice. Mr Russell did not resign because he was trying to negotiate with the respondent. The reason that his employment came to an end was because the respondent took action on Mr Russell's decision to refuse to relocate to the Colchester office.

33. It was not an arbitrary decision to move the office from Norwich to Colchester. The respondent needed larger office space and had moved into a larger office in the Norwich building temporarily. The lease on the Norwich office was coming to an end and the business needed to continue somewhere. It was decided that the best option was in Colchester. This was not unreasonable given there are good transport links between Norwich and Colchester. Whilst it would lead to a longer commute for anybody living in or around Norwich, it is not unreasonably long.
34. Mr Russell's contract said that his place of work would be based at home or at such other place as the respondent may reasonably require. The respondent made a decision that business need required claims handlers to be office based, and it is not for the tribunal to make a different decision. This was within the range of reasonable decisions for the respondent to make in order to meet the specific needs of its business which relied heavily on one client. There was going to be a change, and it was not unreasonable for the respondent to expect all claims handlers to be office based. It may have been that, in the future, hybrid working was possible but this needed to be judged once the new staff and ways of working together were embedded. Mr Russell had been carrying out his role in the office for at least a year before the office move. His contract allowed for either home based working or office working.
35. The claimant was not dismissed due to redundancy. This was not a redundancy situation because Mr Russell's job was still available to him when the office relocated. This appears to have been the view of Mr Georgiou at the time, as set out in his email to Mr Russell dated 8 July 2024 (page 112 in the bundle). The relocation would have meant a longer commute, but it was still commutable.
36. I am satisfied on the balance of probabilities that the claimant was dismissed fairly for some other substantial reason. It is not for the tribunal to make its own assessment of an employer's decision to dismiss. The tribunal must ask itself whether the decision to dismiss was within a range of reasonable responses that an employer might take. In reaching my decision, I have taken into account all the circumstances including the size and administrative resources of the respondent. The respondent is a small employer with one office faced with a decision to make about whether it could find enough office space within budget in an area where it could recruit sufficient staff to service the needs of its only client. Had the respondent failed in meeting the needs of that client then it would not have been able to function as a viable business. I am satisfied that the decision to dismiss Mr Russell was within the range of reasonable responses to the fact that Mr Russell refused to work in the Colchester Office. The

fact was that the Norwich office was closing because the lease was coming to an end and that the respondent decided the Colchester office provided better value for money and ability to recruit necessary staff.

37. In reaching this decision, I do recognise that Mr Russell was in a very difficult position. He has family commitments which are important and, ultimately, relocating or commuting to Colchester was not viable for him and his family. I have taken this into account. However, the respondent had to make the decision to relocate somewhere else, and to require staff to be office based, in the best interests of the business and that decision was reasonable even if it was not compatible with the personal requirements of Mr Russell.

38. The claimant's complaint of unfair dismissal is not well-founded and is dismissed.

Approved by:

Employment Judge Freshwater

12 December 2025

JUDGMENT SENT TO THE PARTIES
ON 18 December 2025

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FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/