

The complaint

Mr S has complained that The Co-operative Bank Plc (Co-op Bank) included the wrong opening times for the Everyday Extra Account travel insurance claim line.

As Mr S believes that the opening times stated in the travel insurance literature on Co-op Bank's website are incorrect, Mr S would like Co-op Bank to explain all of the other deviations that may exist between the published terms and conditions and the ones that the insurer is using when considering claims.

What happened

In responding to Mr S's complaint, Co-op Bank said that it had passed on his concerns to the travel insurer.

Unhappy with the response, Mr S referred his complaint to our service.

Since referring his complaint to this service, Co-op Bank has since acknowledged that it should've addressed Mr S's concerns, rather than referring his concerns to the travel insurer.

Co-op Bank reviewed the travel documentation and confirmed that the opening times stated in the terms and conditions are correct. And it has confirmed that the terms and conditions it has published on its website are the current terms and conditions applicable for the Everyday Extra travel insurance cover.

Co-op Bank agreed to pay Mr S £50 compensation for incorrectly referring him to the insurer in its final response letter.

One of our adjudicators assessed the complaint and they thought that £50 was a reasonable amount of compensation for Co-op Bank's failure to address Mr S's concerns in its final response letter.

Mr S disagreed with the adjudicator's assessment, so the matter was referred for an ombudsman's 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.

We've explained our approach to complaints about packaged accounts on our website, and I've used that to help me decide this complaint.

I think it may also help to explain that I can only consider whether Co-op Bank has acted fairly and reasonably in this matter. I can't consider anything that the travel insurer is responsible for (such as how it handled Mr S's travel insurance claim).

Firstly, I understand that Mr S says that the opening times stated on the travel insurance documentation for his Everyday Extra account are incorrect. Mr S says that the documentation says the opening times for the travel insurer telephone number operate between 8am and 8pm – whereas when he called up to make a claim, the line was only available up until 5pm.

I have looked at the document in question and I've not seen anything to suggest that the information is incorrect. The documentation states that for *general queries* the telephone line is available between 8am – 8pm Monday to Friday, and 9am – 6pm Saturday and Sunday. Although it says that in the event of a medical emergency, the telephone line is available 24/7. Under the section that explains how to make a claim, it gives more detail and says that for all other claims (i.e. claims not relating to a medical emergency), the line is available between 9am and 5pm, Monday to Friday.

As such, I can't see that the documentation does contain incorrect information. On the contrary, it seems that Mr S presumed that because the general enquires line was open from 8am to 8pm, that was also the case for the claims line.

Because Mr S thought that the opening times information was incorrect, he asked Co-op Bank to explain any other variation that may exist. Co-op Bank has confirmed that the terms and conditions available on its website are the correct terms that the insurer is using.

As such, I can't see that Co-op has done anything wrong in relation to the travel insurance terms and conditions.

Having said that, Co-op has acknowledged that it should've addressed Mr S's concerns in its final response letter, rather than say that it had informed the insurer about his concerns. Co-op Bank has since acknowledged that this was not helpful and is therefore prepared to pay Mr S £50 for any distress and inconvenience this may've caused him.

Overall, this doesn't seem to be an unreasonable amount of compensation to reflect the frustration that Mr S no doubt felt because Co-Op Bank didn't address his concerns in its final response letter.

Putting things right

Because of the reasons given above, I require The Co-operative Bank Plc to pay Mr S £50 compensation, for the frustration caused by it incorrectly referring his complaint back to the travel insurer, rather than addressing his concerns itself.

My final decision

Because of the reasons given above, I uphold this complaint and require The Co-operative Bank Plc to do what I have set out above to resolve this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 May 2023.

Thomas White
Ombudsman