

The complaint

Mr and Mrs B complain that The Co-operative Bank Plc ('the Co-op') has not provided them with information requested in relation to a packaged bank account benefit.

For ease, I'll refer to all actions and comments as those of Mr B.

What happened

Mr B had a packaged bank account with the Co-op. Several benefits were provided as part of the packaged bank account, one of which was UK and European Motor Breakdown Cover, provided by a business that I'll refer to as 'Company A'.

Mr B owns a classic, MOT exempt car which he wanted to use to travel abroad on holiday. So, he contacted Company A in February 2023 to check whether the policy would provide roadside assistance and recovery for his classic car while travelling in Europe. Company A were not able to find him on their system and suggested he speak to the Co-op.

Mr B contacted the Co-op and was told where to find the relevant policy terms, which the Co-op said would outline what cars were covered under the breakdown cover. Mr B was concerned as the terms didn't say what cars might be excluded under the policy. The Co-op adviser told Mr B that they didn't know the details of that particular policy, as it's provided by Company A. Mr B complained to both the Co-op and Company A.

The Co-op responded to Mr B in February 2023 and said it considered the matter to be resolved. It told him he would need to contact Company A for specific enquiries as they were the service provider. The Co-op forwarded Mr B's complaint to Company A.

Mr B remained unhappy and brought his complaint to this Service. He said he still hadn't received an answer to his query from either business, and said the terms didn't provide clarity around classic car coverage. Mr B said he was unable to take a planned trip because of the uncertainty about cover. So Mr B wanted confirmation of the cover provided in relation to his classic car and £500 for the distress and inconvenience caused. Mr B was also concerned that the Co-op hadn't responded to his complaint appropriately.

Our Investigator thought the Co-op could have done more to help Mr B find an answer to his query, given that he had already tried to contact Company A who didn't provide any assistance. He thought the Co-op adviser could have contacted Company A, or gone away to find a better resolution for Mr B. Our Investigator asked the Co-op to pay compensation of £30 to Mr and Mrs B for the inconvenience caused.

Mr B responded and said he was still in the position of not knowing whether his classic car was covered or not. He said as neither business could confirm the details of the cover, he purchased separate cover at a cost of almost £50. He asked for this cost to be refunded. Our Investigator passed this information to the Co-op.

The Co-op responded and said its customer service team do not have the capacity or authority to contact external companies on behalf of customers. It said where a customer

was experiencing problems with the service provided by Company A, it has an agreed process in place where it refers the customer's concerns to Company A for a full investigation, which it said was done in February 2023. The Co-op said Company A would need to resolve this matter.

As the Co-op didn't agree with the outcome suggested by our Investigator, this came to me for a decision.

I contacted the Co-op and told it I agreed with what our Investigator said, and that it should contact Company A and get a response to Mr B's query. I also thought it should pay compensation of £30 to Mr and Mrs B. The Co-op didn't respond.

I am now in a position to issue a final 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.

The position Mr B is in is that he has not had a response to his query from either the Co-op, who takes a monthly fee from him for providing the packaged bank account and attached benefits, or Company A, who are the breakdown cover provider. So Mr B said he remains none the wiser about whether the policy covers his classic car.

I realise that Mr B is taking a very cautious approach here, in not wanting to rely on the wording of the policy as is. But I can see why he feels he needs to take this approach, as he said he's aware that it's often the case that there can be limitations or exclusions on breakdown policies in relation to classic cars.

So Mr B is currently stuck between two businesses, neither of whom will help him get an answer to his query – he was told by each business to make contact with the other in order to have this matter dealt with.

I realise that Company A are the breakdown cover provider and so are most likely best placed to provide Mr B with an answer to his query. But, as I said, Mr B pays a monthly fee to the Co-op for the breakdown service, and so I think it has a responsibility to assist with queries about the benefits it provides as part of the packaged bank account, if it's the case that Mr B hasn't been able to get a response from Company A. So I think it's fair to ask the Co-op to help with the query now. I'm also satisfied that it's fair to ask the Co-op to pay £30 to Mr and Mrs B, to compensate them for the inconvenience this matter has caused.

I know the Co-op raised concerns about it not having the authority to speak to Company A on Mr B's behalf and about there being no way for Company A to authenticate Co-op staff. But I see no reason why Mr B's name, or in fact any other identifying details, would need to be provided to Company A. The question is just a generic one about whether there are any limitations on the breakdown policy to the cover offered for classic cars when travelling in Europe. And as the Co-op clearly has a working relationship of some kind with Company A, then I'm sure there must be a way for this query to be raised, and I'm satisfied it's fair to ask the Co-op to deal with this matter now.

Mr B also told this Service that he bought separate breakdown cover in around August 2023, as his query hadn't been answered and he didn't want to rely on the cover provided by Company A while using his classic car. He has asked for the cost of this to be reimbursed. But I am not asking the Co-op to reimburse this. I'll explain why.

Mr B's complaint point here is essentially that the policy terms were poorly worded to the extent that he felt he had to buy a separate policy to ensure his classic car was covered. So to deal with this particular complaint point, I would need to scrutinise the terms of the policy to decide whether I thought they were clearly worded or whether there was genuinely some ambiguity in relation to what cover was being provided. But, as I've said, from what I can see, the breakdown policy is owned by Company A and not the Co-op. This means it's Company A who are responsible for drawing up the terms of the policy and are responsible for how information about what is and isn't covered under the policy is worded and presented to consumers. So I can't fairly deal with this complaint point here, as Mr B's complaint is against the Co-op and not Company A.

Mr B was also concerned that the Co-op didn't respond appropriately when he raised a complaint with it. But how a business deals with a complaint falls under the heading of complaint handling, and this isn't a service that's regulated by the Financial Conduct Authority. What this means is that this Service doesn't have the authority to look into this particular complaint point.

My final decision

It's my final decision that I uphold this complaint and require The Co-operative Bank Plc to take the steps outlined above to deal with Mr and Mrs B's query, and to pay £30 compensation to Mr and Mrs B.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 25 April 2024.

Martina Ryan
Ombudsman