

## **The complaint**

Mr A is unhappy with the cover provided by the travel insurance policy he holds through his packaged bank account with Clydesdale Bank Plc (trading as Virgin Money).

## **What happened**

Your text here

## **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.

Having done so, while I'm sorry to hear about the losses Mr A has suffered, I've reached the same outcome as the investigator and for much the same reasons.

Mr A accepts that Virgin Money didn't advise him to take out the packaged account. He's confirmed that this account was presented to him in branch, alongside a fee-free account. He spent time after his visit to the bank, considering which account to take and opted for the packaged account understanding he would be charged a monthly fee, which entitled him to certain benefits including the travel insurance policy.

So it's clear Mr A chose to take out the packaged account without receiving advice from Virgin Money. This means the bank didn't have to check if it was suitable for his circumstances. I realise Mr A hasn't sought to complain that he was given poor advice, But I think it's important to consider this aspect as there may have been scope for me to have made an award if the bank had made relevant mistakes in this respect.

I don't accept Mr A's suggestion that the policy wasn't fit for purpose simply because of the limitations that have affected the success of his claim. All insurance policies have certain limits to the cover they provide and, where advice is not given, it's up to the individual to review these and decide if the policy meets their requirements.

With this in mind, Virgin Money needed to provide sufficient information to enable Mr A to make an informed choice about the account which include the benefits provided. I note his comments about the way the travel insurance was advertised and what he believes are confusing terms. But I don't agree that Virgin Money misrepresented the policy benefits. It's my understanding that the bank set out the key features of cover but also said that conditions and exclusions apply and referred Mr A to the terms and conditions for full details of the cover.

The policy terms and conditions – which are set by the insurer – also explain the various limitations including the ones that have been applied to Mr A's claim. Mr A admits that he didn't read the full terms and conditions and didn't predict in advance what exact categories of loss he could possibly incur in the future. With this in mind, I can't fairly conclude that Mr A would have considered the travel insurance unsuitable for his needs and sought alternative

cover elsewhere even if the policy had been worded in a different way. In saying this, I'm not accepting Mr A's assertion that the policy was unclear, just that I don't think alternative wording would have caused him to make a different decision.

In all the circumstances I can't fairly conclude that Virgin Money has done anything wrong here, so I can't fairly instruct it to pay any compensation to Mr A.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 February 2024.

Ruth Hersey  
**Ombudsman**