

The complaint

Mr and Mrs K have complained about the way that TSB Bank plc responded to a request for a hard copy of the travel insurance policy they have linked to their joint bank account. They have also complained about their banking information being given to a third party.

As it is Mrs K leading on the complaint, I will mostly just be referring to her in this decision.

What happened

In June 2023 Mrs K asked for a paper copy of the travel policy. This had still not been provided to her at the time our investigator completed her assessment in July 2024.

In responding to the complaint, TSB accepted there had been some shortcomings in the way it handled the request and so it paid £50 compensation.

Whilst our investigator concluded that TSB hadn't done anything wrong in sharing banking information, she thought there had been failings with regard to providing the policy document. She therefore recommended that TSB should pay an additional £200 compensation and that it should send a copy of the policy document in the post.

TSB agreed with the investigator's recommendations. It sent the policy document to Mrs K earlier this month.

Mrs K believes that £250 is insufficient compensation and therefore the complaint has been passed to me for a 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.

Mrs K has made detailed submissions in support of her case. I'm not going to address each and every point, however, I would like to assure her that I have read and considered all the information that has been provided. Instead, I intend to stick to the crux of the complaint, as set out above.

It is unfortunate that such a seemingly simple request has become so protracted that it has ended up needing an ombudsman's decision.

TSB referred Mrs K to the insurer to get a copy of the policy, whereas the insurer referred her back to TSB. She made a number of phone calls to both parties to try and sort the matter out, to no avail. And she received conflicting information on a number of occasions.

Mrs K has explained that her inability to read dense amounts of information online is a form of disability. As our investigator has explained, this service isn't able to make a finding on whether TSB's actions amount to discrimination under the Equality Act 2010, as only a court

can do that. However, we can look at what is fair and reasonable, taking into account any relevant laws and regulations.

I appreciate that TSB no longer keeps copies of the policy booklet. But that doesn't explain why printing off a copy of the terms and conditions and posting it to Mrs K, in response to her request for a reasonable adjustment, was so problematic.

Mrs K was pushed from pillar to post and has spent much time and effort trying to reach a resolution, which must have been extremely frustrating. It was over a year from first requesting a paper copy to finally receiving it.

Mrs K thinks that £250 is insufficient compensation. Her view is that the insurer should pay the same amount again. She has a separate complaint about the insurer that is also with this service.

As an informal dispute resolution service, our awards are less than Mrs K might expect and lower than a court might award. When looking at how someone has been inconvenienced, we wouldn't routinely consider it in terms of an hourly rate or how many hours someone has devoted to the issue. Instead, we look at the overall impact that the poor service has had. Overall, based on the available evidence, I agree with our investigator that £250 is a reasonable and proportionate amount for the distress and inconvenience caused.

Mrs K would like assurances that future requests for hard copies will be dealt with more smoothly. My understanding is that she is likely to ask for it on an annual basis. I'm afraid it's not within my gift to give such an assurance. But I'm sure Mrs K won't be the only person to ask for a paper copy, so I hope that TSB can sort out its internal issues with the insurer to get a system in place for dealing with such requests, in line with the regulatory duty previously set out by our investigator.

I'll turn now to the issue of whether TSB should have shared banking data with a third party. This relates to the insurer having access to Mr and Mrs K's bank account number and sort code. As the travel policy is linked to their joint account, I consider it reasonable that it is those details that are used as the identifier of the policy. I can understand Mrs K's disquiet about this, but I haven't seen any evidence of this being a data risk or of the account having been compromised as a result.

My final decision

For the reasons set out above, I uphold the complaint about TSB's handling of the request for a paper copy of the travel policy and require TSB Bank plc to pay an additional £200 for distress and inconvenience if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 19 September 2024.

Carole Clark
Ombudsman