

The complaint

Mr S and Mrs K are unhappy with how The Co-operative Bank Plc, trading as Britannia, handled and administered their joint '*Adult Save and Support Account*'. They're also unhappy with how Britannia handled their subsequent complaint.

What happened

Mr S and Mrs K's account opened in July 1998. It provided a tiered variable rate of interest on savings, with a 1% gross bonus paid during August and September if a specified football club qualified for the Champions League. The club also stood to receive bonuses in those circumstances.

In March 2023, Mr S and Mrs K complained to Britannia that bonuses owed to the club hadn't been paid. They also said the 1% bonus stopped being paid to Mr S and Mrs K despite the club qualifying for the Champions League on several occasions.

Britannia responded that it had paid Mr S and Mrs K in accordance with the account terms and conditions. It pointed out that they could bring their complaint to this service if they remained unhappy.

Mr S and Mrs K came to this service and their complaint was assessed by two of our investigators. The second investigator said it wasn't possible to conclude from the available evidence that Britannia hadn't paid bonuses to the club. They also found, on balance, that the terms of the account changed by June 2017 – which was the point at which this aspect fell within our remit – meaning no further bonus interest payments were due to Mr S and Mrs K.

Unhappy with the investigator's findings, Mr S and Mrs K asked that their complaint be passed to an ombudsman to review afresh. In essence, they said too much emphasis had been placed on what little evidence Britannia had provided, and not enough on their own.

I considered the complaint and issued my provisional decision advising that I intended to uphold it in part. I agreed with the investigator's findings in the main. Although I felt Britannia hadn't handled Mr S and Mrs K's complaint as well as it could have and that this caused them distress and inconvenience. I asked Britannia to pay them £100 as compensation.

Britannia didn't respond to my provisional decision. Mr S and Mrs K said, among other things, that some of the conclusions I'd reached weren't based on the evidence and so were illogical. They said they had good cause to believe Britannia hadn't paid the club based on the latter's accounts and on Britannia's responses to direct questioning on the matter.

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.

I won't comment directly in this decision on what aspects of Mr S and Mrs K's complaint can and can't be considered, and why. Decisions on those aspects have already been issued by this service.

Mr S and Mrs K have raised several points and questions in support of their complaint. This service is intended to resolve complaints quickly and informally. As such, and while I've considered everything they've said both before and after I issued my provisional decision, in this final decision I've focussed on addressing the key issues that I believe go to the heart of the complaint.

Having done so, I uphold the complaint in part. I'll explain why.

Let me start by saying I recognise Mr S and Mrs K feel strongly that Britannia's let them down. That's evidenced by the fact that they were long-standing customers up until relatively recently, yet felt Britannia was being unhelpful in its responses to the issues they raised.

I understand that Mr S and Mrs K believe that we've treated them less favourably than we have Britannia. I'm sorry if they feel that's the case, but I assure them that I've weighed up the information impartially. That said, it's true that the lack of information's made it more difficult to reach findings with any certainty. The lack of certainty isn't satisfying for anyone – nevertheless it falls to me to make a decision one way or another.

I feel it's important to highlight that the majority of the events complained about took place several years ago. It's understandable that the information that's still available from those times is very limited. Where that's the case, I've considered the complaint based on the balance of probability and, therefore, on what I think's more likely than not to have happened. I'm sorry that the conclusions I've reached aren't those arrived at by Mr S and Mrs K, and that they see things differently. But I hope they can at least understand my reasoning.

Essentially, Britannia says the type of account Mr S and Mrs K held changed at some point, to one where the features of the account also changed. These changes meant bonuses related to the club's qualification for the Champions League ceased to be paid. Mr S and Mrs K deny any changes were made to their account and believe they're due unpaid bonus interest. In arguing that, Mr S and Mrs K point to their account passbook and the fact that this wasn't changed or corrected during the period in question.

I've carefully reviewed a copy of the passbook and can see entries in it dating back from July 1998 through to January 2015. I accept Mr S and Mrs K's point that the passbook wasn't corrected or changed during that time. But I don't think this also necessarily means that the features of the account couldn't have changed in that time. For example, I can see that, up to and including January 2009, interest payments made to the account ranged from £2.26 to £4.15. However, after January 2009 they fell sharply to no more than 41 pence despite the club's continued and frequent qualification for the Champions League after that time. This decrease suggests to me that interest on savings was being calculated differently more recently, even against a backdrop of falling Bank of England base interest rates.

Mr S and Mrs K also say they weren't sent notification of any changes to the account and so weren't aware any had been made. I can't say for sure what correspondence was or wasn't issued. But I've taken account of a copy of a letter Britannia says was sent to holders of affinity accounts that supported another club that was part of the same scheme as Mr S and Mrs K's club. In that letter, Britannia explained that its relationship with the (other) club was ending and that relevant accounts would be transferred to another type of account. The account would pay less interest and no further contributions would be made to the club in question.

Britannia believes a letter along these lines would have been sent to Mr S and Mrs K but that it can provide little more than that. I realise Mr S and Mrs K deny receiving any such communication, but I'm persuaded something at least similar to this would have been sent to them. The end of the relationship between Britannia and the relevant clubs would have been a major event for the parties that also affected thousands of account holders. It seems entirely reasonable and appropriate that it would have reached out to its customers in this way. I'm aware that letters may have gone astray in the post or may well have been forgotten about by account holders – although I don't think it would be fair to blame Britannia for that if that was the case.

Mr S and Mrs K ask why it is that Britannia retained a copy of letters sent to supporters of another club but not letters sent to supporters of their club. I don't know the answer to that but think that's likely due to the vagaries in document retention caused by the years that have passed since these events occurred. I'm sorry that I can't add more than that but I'm unable to offer any further insight in the circumstances.

As well as paying bonus interest to account holders, Mr S and Mrs K point out Britannia should have paid money to their club as part of the scheme. Mr S and Mrs K say their own review of the club's accounts didn't reveal any payments made to it by Britannia and that, if this never happened, they feel lied to and mis-led into taking out the account. Apart from what Mr S and Mrs K have said, I've seen nothing to support that payments weren't made by Britannia to their club. It's also likely any failure to stick to such a publicised agreement between a bank and a renowned football club would have generated at least some media interest on the subject.

My own online research reveals no news stories from the time (or since) regarding Britannia's non-payment to Mr S and Mrs K's club – or any other club under the scheme for that matter. On the contrary, at least one consumer finance website published a story about Britannia and certain football clubs in May 2008. The article specifically referenced the '*Save and Support*' accounts and the club supported by Mr S and Mrs K, stating more than £4,000,000 in total had been returned to 13 clubs that year as part of the relationship. That was reported as being a record year for contributions to clubs through the scheme. None of this suggests to me that Britannia wasn't contributing to Mr S and Mrs K's club as it said it would.

I note that, in their response to my provisional decision, Mr S and Mrs K question my reference to media coverage on the issue. I realise this isn't conclusive, just as Mr S and Mrs K's or our investigator's enquiries of Britannia didn't provide a definitive answer. But, as I say, there's a lack of information in this case overall and so my role is to reach a conclusion on the balance of the available evidence – which is what I've done.

Finally, I note Mr S and Mrs K's comments about the way in which Britannia handled their complaint. I realise they are unhappy about this, but I can't see that Britannia ought to have done anything differently to the extent that Mr S and Mrs K have lost out. I accept they had to wait for some time before Britannia substantially responded to their complaint. But I can see Britannia wrote to them to provide a brief update on 6 April 2023. Four weeks later, when Britannia still hadn't finished looking at the complaint, it wrote to Mr S letting him know he could refer a complaint to this service. Britannia issued its final response just under four weeks after that. The letter restated Mr S and Mrs K's right to escalate the matter to this service if they remained unhappy.

From a procedural perspective, I don't see that Britannia did anything wrong in how long it took to look into Mr S and Mrs K's concerns. And it told them about their right to bring the

matter here if they chose to, in line with the Financial Conduct Authority's rules and guidance on dispute resolution and complaint-handling (included at 1.6.2R of what's known as 'DISP').

Having said that, I'm not persuaded that Britannia's final response addressed the key concerns Mr S and Mrs K initially raised. Their original complaint focussed on what payments, if any, Britannia had made to the club. Britannia's response referred to the interest paid to Mr S and Mrs K but not to payments to the club. I think this omission was frustrating for Mr S and Mrs K, especially given they'd already had to wait some time for the final response itself.

Even if Britannia felt this part of Mr S and Mrs K's complaint fell outside the remit of this service and couldn't be considered (as it later told us), I can't see that Britannia communicated this to them directly at that time. If it did, I can't see that this happened until after Britannia issued its final response. To better manage Mr S and Mrs K's expectations, Britannia could have told them this before it issued the final response, or even in the final response itself. No doubt Britannia's failure to do this left Mr S and Mrs K with the impression their concerns weren't being taken seriously or were being ignored.

As compensation for the impact of Britannia's omission on Mr S and Mrs K, and the poor service they received, I'm satisfied it should pay them £100. I'm not persuaded that more than that's payable in the circumstances.

Putting things right

I remain of the view that Britannia should pay Mr S and Mrs K £100 as compensation for the avoidable frustration it's caused them. Mr S and Mrs K have indicated they'd like the amount to be paid to a specific charity of their choosing. I'd ask them to contact Britannia about these arrangements directly.

My final decision

For the reasons given, I uphold this complaint in part. I require The Co-operative Bank Plc, trading as Britannia, to put things right as explained above.

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

Nimish Patel
Ombudsman