

The complaint

Miss J has complained that National Westminster Bank Plc (“NatWest”) misled her into thinking that she had travel insurance when she didn’t.

What happened

Miss J says she applied to upgrade her Foundation account to a fee-paying Reward Platinum account on 18 February 2024. Miss J says she spoke to NatWest on 18 February 2024 and says she was told she had travel insurance in place. Miss J says she called back on 19 February 2024 to enquire why she had not received any emails confirming she had cover in place. Miss J says she was told that it could take a couple of days for them to come through.

Miss J then went away on a trip and unfortunately, whilst she was away injured herself, resulting in her needing medical treatment.

Miss J then went to claim on her travel insurance, and it was subsequently established that she didn’t have any in place.

Miss J complained about this, as she says that NatWest had previously assured her she did have cover in place.

NatWest issued a final response letter on 15 April 2024. NatWest credited Miss J’s account £75 for the distress and inconvenience caused to Miss J due to the ‘quality of information provided’ when Miss J applied to upgrade her account, and £30 for the distress and inconvenience caused to Miss J when trying to contact NatWest about the matter.

NatWest then issued another final response on 11 July 2024. In that letter NatWest said it had no evidence that Miss J had applied to upgrade her Foundation account. NatWest said that when Miss J called on 19 February 2024, it had transferred Miss J through to the travel insurer. NatWest says that it had spoken to the insurer, but it says it has no record of Miss J’s call. NatWest also explained that it takes at least 2 days for the insurer to be informed of a new packaged account holder, so when Miss J spoke to the insurer, it concluded that it won’t have had any information recorded for Miss J. NatWest said that the travel insurer may have been able to give general information about how its policy would work, but it would’ve told Miss J she would need to get back in contact, once cover was in place, to confirm she would be covered.

NatWest concluded that it had reached an incorrect outcome in its first final response letter i.e. in awarding compensation to Miss J for the ‘quality of information provided’ when Miss J applied to upgrade her account. But it said it was willing to honour the £75 payment but would not be able to reimburse Miss J for her travel claim.

Unhappy with NatWest’s response, Miss J referred her complaint to this service. One of our investigators assessed the complaint and they didn’t uphold the complaint. As Miss J didn’t accept the investigator’s conclusions, 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.

Having considered everything, I'm unable to uphold this complaint. I will explain why.

The basis of Miss J's complaint is that she upgraded her account to a packaged account and she says she was led to believe that her account had been successfully upgraded to a Reward Platinum account – which included worldwide travel insurance.

Miss J says she upgraded her account on 18 February 2024. However, Miss J has provided no documentary evidence to show that she had either successfully upgraded her account, or that she was sent documentation that said she had travel insurance cover in place.

Overall, I'm not persuaded that Miss J had actually managed to upgrade her account on 18 February 2024. I say this because NatWest says that Miss J's account at the time was a Foundation account. And NatWest has explained that this is a basic account, which means it doesn't provide any lending facilities. NatWest says that it's not possible for such an account to be upgraded to package bank account, because a package bank account includes features that are not available on a basic account. So given this, even if Miss J had attempted to upgrade her account on 18 February 2024, I don't think it's likely that it would've said that she had been successful in doing so, given that it was not possible to do.

Furthermore, Miss J says she called NatWest on 18 February 2024 and was told that she had travel insurance. However, looking at her itemised phone bill, there is no evidence to indicate that she called NatWest on 18 February 2024.

So based on the evidence, it seems that:

- Miss J has no documentary evidence to demonstrate that her account had been changed to a Reward Platinum account;
- NatWest has no record that she'd even attempted to upgrade her account on 18 February 2024, let alone that she'd been successful in doing so (but it does have records of Miss J's later unsuccessful attempts to upgrade on 17 May 2024 and 24 July 2024);
- NatWest says it was not possible to have upgraded her account, because of the type of account that it was; and
- Despite Miss J saying she spoke to NatWest on 18 February 2024 and that was told she had travel cover in place, the evidence provided by Miss J doesn't show that she did call NatWest on that day.

Therefore, when weighing everything up, I'm unable to conclude, albeit on the balance of probability, that NatWest had done anything to indicate that Miss J's account had been successfully upgraded to a Reward Platinum account on 18 February 2024.

Miss J says that, as she had still not received any emails, she called NatWest again on 19 February 2024. Looking at Miss J's itemised phone record, I can see that she did call NatWest on that day. NatWest, in its final response letter of 11 July 2024, said that it had listened to the phone call and said that it had transferred Miss J through to the travel insurer – but it didn't say that it had told her she had travel cover in place.

To understand what exactly was discussed on 19 February 2024, we asked NatWest for the call recordings of when Miss J called NatWest. However, frustratingly, it says that it can no longer locate the calls in question.

Due to the absence of the call recordings, I appreciate that Miss J may want me to accept her recollections of the calls at face value. But where matters are in dispute and evidence is incomplete, I have to weigh up what I think most likely happened, based on everything that is available.

Miss J says she called NatWest again on 19 February 2024 and she asked NatWest why she'd not received anything. Miss J says that she was told that it can take a few days for the documents to arrive.

So, based on Miss J's testimony, it seems that she didn't ask if she had travel cover in place, but instead asked why she'd not received documentation about the travel insurance that she thought she had.

However, even if NatWest said that, I don't think it can reasonably be said that answering Miss J's question was NatWest confirming that she actually had cover in place. Afterall, it seems that Miss J called NatWest and said she had upgraded her account but hadn't received anything. So, I see no reason why NatWest would question Miss J or doubt what she was saying. And it seems reasonable that if someone has only just upgraded, then it would take a few days for the documentation to arrive in the post. So, the answer to Miss J's question was not confirming that the account had been upgraded, it was explaining how long it usually takes to get documentation if someone had upgraded recently.

I understand that during this phone call, Miss J was transferred to the Reward Platinum account travel insurer. Unfortunately, it's not clear what exactly was said that led to this. But again, the fact that Miss J was put through to the travel insurer does not necessarily mean that NatWest told Miss J she had cover. Indeed, if a customer calls the packaged account helpline and asks to speak to the travel insurer, I wouldn't necessarily expect NatWest to check whether the customer calling actually has travel insurance in place. As I think it's reasonable for NatWest to assume in such circumstances that the customer does, otherwise they wouldn't be calling in the first place. But importantly, I've not seen anything to suggest that Miss J asked NatWest to check that she had upgraded her account successfully on 19 February 2024.

Furthermore, NatWest says that when considering the complaint, it reached out to the insurer, but said the insurer has no evidence of Miss J's call – presumably because she didn't have a packaged account profile or policy number for it to record the call against. Although if it's the case that the travel insurer said something that made Miss J think she was covered, then she'd need to take that up with the travel insurer, as I can't hold NatWest responsible for what a third-party insurer may or may not have said.

As such, from everything I have seen it seems that Miss J has incorrectly assumed that she had travel insurance, even though there is no documentary evidence to confirm that she actually had any cover in place. And I've not seen enough evidence to say that NatWest did anything to mislead Miss J into thinking she had a Reward Platinum account, when in fact she didn't have one.

Therefore, whilst I'm sorry to hear about what happened to Miss J whilst she was abroad, I don't think it would be appropriate to say that NatWest should reimburse Miss J for the uninsured financial loss that she said she experienced.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 27 December 2024.

Thomas White
Ombudsman