

## **The complaint**

Miss M has complained that Lloyds Bank PLC mis-sold a policy to her, as part of her packaged bank account.

## **What happened**

Miss M had a bank account which she upgraded to include travel insurance with personal accident cover.

Sadly, Miss M's partner died and she made a claim on the policy. The insurer declined the claim and Miss M complained about the sale of the policy by Lloyds.

Lloyds didn't think the policy had been mis-sold and so Miss M referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and didn't uphold it. Miss M disagreed and said she felt some compensation was due as Lloyds policy wasn't clear enough.

So the case has been passed to me for 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.

- Having done so, I don't think this complaint should be upheld. And largely for the same reasons as already explained by the investigator.
- Firstly, I am sorry to hear of Miss M's loss and the sad circumstances of the claim. The relevant rules say when a policy is sold during a non-advised sale (as in this case), the seller must ensure that the information provided is clear, fair and not misleading so that Miss M can make an informed decision.
- In this case, I have seen that Miss M chose to upgrade to a packaged bank account online. This means she didn't receive any advice or recommendations from Lloyds. The policy included travel insurance which also had a section for personal accident cover, amongst other benefits.
- At the time of upgrading the account, Miss M was provided with the policy documents which included the terms and conditions and the insurance product information. I have reviewed the paperwork, including the travel insurance policy wording and the personal accident section. And I am satisfied that the information is clear to read. Under the personal accident section, a benefit would be payable: *"if you sustain an accidental bodily injury which, solely and independently of any other cause, results in your death...."*
- Miss M says the policy doesn't set out the scenarios where a death benefit wouldn't

be paid. But it doesn't need to. The policy confirms in which circumstance the benefit would be payable as set above, and the appropriate definitions that need to be met. Furthermore, her upgrade included numerous other sections of cover which Miss M could have benefitted from so I am not persuaded that Miss M wouldn't have upgraded if she understood the limits of the personal accident cover.

- Overall, I am satisfied that Lloyds fulfilled its obligations in the non-advised sale by providing all the relevant documents which I find to be clear, fair and not misleading, with an option to cancel within a cooling off period. Additionally, Lloyds sent an annual statement setting out her account benefits and the key exclusions. So I don't agree that the policy was mis-sold.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 28 January 2025.

Shamaila Hussain  
**Ombudsman**