

The complaint

Mr B is unhappy with several aspects of the service he's received from The Co-operative Bank Plc ("Co-op").

What happened

On 17 August 2024, Mr B raised a complaint with Co-op because he was unhappy with several aspects of the service that he'd received from them. This included that Mr B had received a replacement credit card six days after his previous card had expired; that Co-op's staff didn't provide clear instructions on the selection of a PIN for the new card from two which were presented to him; and that an attempted purchase using the new card failed on 15 August 2024, forcing Mr B to complete the purchase using his debit card.

Mr B also complained that Co-op hadn't responded to emails that he'd sent and had no record of these emails on their systems, and that there had been intermittent difficulties with his online purchases where an error message appeared after Mr B input a transaction verification passcode he'd received from Co-op.

Co-op responded to Mr B's complaint but didn't uphold any aspect of it. Co-op explained they had sent a new credit card to Mr B in good time and that they couldn't be held responsible if that sent card hadn't been successfully delivered to Mr B by the postal service, and also noted that they had ordered a replacement card when made aware that they initial new card hadn't been received by Mr B. Co-op also felt that they clearly explained to Mr B in their messages to him that a new PIN had been ordered which would be received separately to the replacement card.

Additionally, Co-op explained that Mr B's online purchase attempts had failed because Mr B didn't enter the correct authentication information when prompted to do so, and noted that they had responded to all the messages they had record of receiving from Mr B.

Mr B wasn't satisfied with Co-op's response, so he referred his complaint to this service. One of our investigators looked at this complaint and liaised with Mr B and Co-op about it. During our investigator's review, Co-op noted that they had incorrectly responded to one of Mr B's complaint points. Specifically, that they had said that Mr B's online purchase attempts had failed because of incorrect authentication information, when their records actually showed that the attempts had failed because they had timed out. Co-op apologised for providing this incorrect explanation to Mr B and offered to pay £50 to him as compensation for any upset or inconvenience that may have caused.

Upon review, our investigator didn't feel that Co-op had acted unfairly towards Mr B, for the reasons explained by Co-op. And they felt that the £50 that Co-op had offered Mr B as compensation for the incorrect explanation provided in their complaint response was a fair resolution to that mistake. Mr B didn't accept the view of this complaint put forward by our investigator, so the matter was escalated to an ombudsman 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.

In his correspondence with this service after our investigator issued their view of this complaint, Mr B has raised several further points of complaint. These include that he has 'lost the facility for online shopping' (rather than it being an intermittent issue as he initially complained); that he was unhappy with service received upon calling Co-op's helpline, and that Co-op have changed their memorable name and passcode criteria.

However, as per the rules by which this service must abide, which can be found in the Dispute Resolution ("DISP") section of the Financial Conduct Authority ("FCA") Handbook, this service can only consider points of complaint that have previously been referred to the business being complaint about, so that the business has had the formal opportunity to consider and respond to those points of complaint themselves.

This means that I'm unable to consider the further points of complaint that Mr B raises, because my remit and authority only extends to the points of complaint that Mr B initially referred to Co-op and which Co-op have therefore had a formal opportunity to consider and respond to. Accordingly, if Mr B would like to pursue the additional points of complaint that he's mentioned, I can only refer Mr B to Co-op so that he can raise these further points of complaint with them and so that Co-op have a formal opportunity to consider and respond to them – after which, Mr B may have the right to refer those points of complaint to this service.

Turning to Mr B's initial points of complaint, which are within scope here, Mr B is unhappy that he didn't receive a replacement credit card from Co-op until after his prior credit card had already expired. However, Co-op have demonstrated to my satisfaction that they did send a new credit card to Mr B in good time before Mr B's current card expired.

Of course, it doesn't necessarily follow from Co-op posting that new card to Mr B that Mr B would receive it. And, in this instance, it seems that Mr B didn't receive the new credit card that Co-op had sent. This is clearly unfortunate, but I wouldn't consider it to be unfair. And this is because I wouldn't consider a business to be responsible if correctly addressed mail isn't received by the intended recipient – as happened here – because a business has no direct control over the postal service responsible for delivering that mail.

Mr B is also unhappy that Co-op's staff didn't provide clear instructions on the selection of a PIN for the new card from two which were presented to him. But upon review, it seems clear that what happened here is that when Mr B didn't receive the new card that Co-op had initially sent to him, that he contacted Co-op on 5 August 2024 and told them of this fact. At that time, Co-op cancelled the newly sent card that Mr B hadn't received and ordered a replacement new card for him, which was posted to him shortly thereafter. And Co-op told Mr B of their actions via a Secure Message, sent to Mr B on 5 August 2024, which said:

"I've now blocked your card and sent a new card and PIN to [your address]. Your card and PIN should arrive within 6-8 working days. Your card may arrive earlier, however the PIN can take up to 8 working days."

This content of this message seems clear to me, and I'm satisfied that it explains that Co-op had ordered a replacement new card for Mr B which he would receive within 6-8 working days, and that Mr B would also receive a PIN for that new card separately.

As such, if Mr B had already received the separately sent PIN for the initial new card he was sent but which he didn't receive, then I feel that Mr B should reasonably have understood

from Co-op's message that the PIN corresponding to the non-received card was no longer valid and that he should wait to receive the PIN sent separately and in conjunction with the recently sent replacement new card.

Mr B also complained that an attempted purchase using the new card failed on 15 August 2024. And Mr B told Co-op that he tried using both of the PIN numbers he'd received from them when attempting the transaction. However, Co-op have confirmed that they have no record of any purchases being attempted by Mr B on 15 August 2024 that failed because of an incorrect PIN being used. And Co-op also note that Mr B made several successful transactions using his newly received credit card after that time.

I find Co-op's testimony to be persuasive here. And because of the absence of any recorded PIN failures on the date in question, I feel that it's most likely the case that any purchases that Mr B did attempt on that date failed for some other reasons or at a stage of the transactional chain before Co-op became involved. This could be, for instance, if there were connectivity issues at that time with the merchant Mr B attempted the purchase with.

Mr B is also unhappy that Co-op didn't respond to emails he'd sent and had no record of these emails on their systems. But I've reviewed the information that both Mr B and Co-op have provided this service in this regard, and I don't feel that Co-op have knowingly ignored any correspondence they've received from Mr B. Additionally, if it were the case that Mr B sent emails to Co-op that were received by them and not recorded or acknowledged, I don't feel, from the content of the surrounding correspondence, that this will have had any tangible impact in the overall communication between Mr B and Co-op such that any further action from Co-op is fairly required.

Finally, Mr B complained that he had experienced intermittent difficulties with his online purchases where an error message appeared after Mr B input a transaction verification passcode he'd received from Co-op. In their response to Mr B's complaint, Co-op incorrectly explained that this was because Mr B had been inputting incorrect authentication information. However, Co-op later recognised that the intermittent issues that Mr B had experienced were because the purchases in question had timed out.

There could be several reasons why this was the case, including non-completion by Mr B or connectivity issues which prevented the necessary exchange of information. And I feel that the fact that Mr B only experienced these issues intermittently supports Co-op's position that the purchases timed out (for whatever reason) and that Mr B's dissatisfaction didn't stem from any permanent systemic issue with either Co-op's systems or Mr B's account.

In consideration of all the above, I don't uphold any of Mr B's points of complaint here. However, Co-op have acknowledged that they initially provided incorrect information to Mr B in their response to his complaint about why he was experiencing the intermittent online transaction issues that he was. Co-op have apologised to Mr B for this, via this service, and have offered to pay £50 to him as compensation for any trouble or upset this incorrect explanation may have caused him.

Co-op's offer in this regard seems fair to me, given that it's made for the provision of an incorrect explanation, and not for Co-op upholding any of the points about which Mr B has complained. In arriving at this position, I've considered the impact of the incorrect explanation on Mr B alongside the general framework this service uses when assessing compensation amounts. And, having done so, I'm satisfied that £50 is fair in this instance.

All of which means that while I will be upholding this complaint in Mr B's favour, I'll only be doing so on a limited basis to instruct Co-op to pay the £50 compensation to Mr B that they've already offered to pay. And I won't be upholding any of Mr B's stated complaint

points or instructing Co-op to take any further or alternative action beyond this.

I realise this won't be the outcome Mr B was wanting, but I trust that he'll understand, given all that I've explained, why I've made the final decision that I have.

Putting things right

Co-op must pay £50 to Mr B.

My final decision

My final decision is that I uphold this complaint against The Co-operative Bank Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 April 2025.

Paul Cooper Ombudsman