

The complaint

Ms B complains that The Co-operative Bank Plc Limited (Co-Op) caused her to make a misrepresentation when taking out a home insurance policy in branch.

What happened

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Ms B took out a home insurance policy while in a Co-Op branch in April 2024. She says she had gone to the branch to open a savings account and while she was there, the staff member spoke to her about taking out insurance to protect her home with a company who I'll refer to as 'L' in this decision.

Ms B says the Co-Op staff member completed the application form for her, but incorrectly recorded multiple claims she disclosed under a single storm claim. Ms B says this meant when she came to make a claim, L voided her policy and didn't pay the claim.

Unhappy with this, Ms B raised a complaint with Co-Op. They considered the complaint but didn't uphold it. They said they were an introducer for L (who is a third-party company) and the staff member had given Ms B a digital tablet to fill in the policy application documents in line with their referral process. They concluded that any errors with the policy weren't due to something they had done wrong. Unhappy with Co-Op's response to her complaint, Ms B brought it to this Service. She said the staff member had filled in the forms on her behalf and so this would have been captured on CCTV.

An Investigator looked into what had happened but didn't recommend the complaint should be upheld. She said the evidence she'd reviewed satisfied her that the referral process was on a self-serving basis. The Investigator also said that while the CCTV footage had been deleted as it was only retained for 30 days, there was no CCTV in the area Ms B had taken out the policy in branch. The Investigator concluded that there was no evidence to demonstrate Co-Op had done anything wrong.

Ms B didn't agree with the Investigator's findings. She maintained the Co-Op staff member had filled in the application for her and said she had described each claim in detail, but they had only included one claim for "storm damage" – which resulted in her policy with L being voided. Ms B was also unhappy with how Co-Op had handled her complaint which she said caused delays.

Ms B asked for an Ombudsman to consider the complaint – so, it's been passed to me to decide. I issued a provisional decision on this complaint, and I said the following:

"I'd firstly like to reassure Ms B that whilst I'm that aware I've explained what she's told us in far less detail and in my own words, I've read and considered all of her submissions. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually in order to reach a fair decision. This isn't meant as a discourtesy, but it simply reflects the informal nature of this Service."

I've started by considering Co-Op's referral process they use in store in order to look at what should have happened when the policy was taken out. The parts I find to be most relevant include instructions to allow a customer to use the in-store tablet in order to take out a quote, or alternatively to provide contact information via phone. There are no instructions for a staff member to fill out the forms on a customer's behalf. These insurance policies are sold on a non-advised basis (meaning Co-Op doesn't provide any advice about the policy cover or whether it was suitable for Ms B's needs).

I appreciate Ms G says this is not what happened and her daughter, who was with her at the time, can provide testimony that the Co-Op staff member actually filled out the forms on her behalf and left out some of the claim information Ms B provided. However, I'm satisfied that even if this was the case, this wouldn't change the overall conclusion I've reached on this complaint. I say this because while I appreciate Ms B has previously stated that she gave a detailed list of her claim history to the staff member to fill out the forms – there are other forms of testimony that I've considered which would mean a misrepresentation would always have happened.

The first point that has led me to reach this conclusion is based on comments from an employee from Co-Op who spoke to Ms B when she came back to complain following her insurance policy being voided. That testimony says that Ms B had told them she'd forgotten some of the claims that L had identified from her previous insurer.

I think this testimony from the Co-Op employee is persuasive as it is similar to Ms B's own testimony to L when asked about the missing claims and why they weren't disclosed. Ms B told L that she thought the missing claims were all part of the storm damage claim she had disclosed. I'm also mindful that Ms B explained to this Service that she may have forgotten to include a claim for a mobile phone she'd made – but this was outside of the five-year period asked for. However, I can see the mobile phone claim that was identified was from June 2022. And as the policy with L was taken out in April 2024, this would have been within the five-year period they asked for.

Therefore, even if I were to accept what Ms B has said about the staff member filling in the forms for her, this wouldn't materially change the outcome I've reached, because the staff member would only have been able to input information Ms B had given them. So, if she considered that she either forgot about a claim, or considered they were all part of the same claim that was disclosed, they always would have been left off the forms – regardless of who filled them out.

As such, I'm not persuaded that there is any evidence which satisfies me Co-Op did anything wrong here which led to Ms B's insurance policy being voided due to a misrepresentation of her claim history. And in respect to Ms B's concerns over whether CCTV was available - Co-Op has explained that CCTV footage in the branch didn't cover the area Ms B and her daughter were in when the policy was taken out – and this means the absence of CCTV doesn't change the overall outcome I've reached above.

In relation to Ms B's concerns over how Co-Op handled her complaint generally – while I sympathise with Ms B's strength of feeling over how she says she was treated, this isn't something I'm able to make a finding on as part of my decision. This is because a complaint about complaint handling is not a complaint about a 'financial service', so falls outside of this Service's jurisdiction to comment on.

Conclusion

I understand Ms B will be disappointed by my decision, and I appreciate the financial impact this matter has had on her – especially considering the medical issues she told us have been affecting her, which I was very sorry to read about. But my role here is to decide whether Co-Op can justify the decision they made about this complaint – and from the information I've seen, I think they have."

I concluded that I did not intend to uphold this complaint. I invited both parties to provide their response to my findings.

Co-Op responded to my provisional findings and said they were in agreement and had nothing further to add. Ms B didn't respond by the deadline set.

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.

As neither party have provided any additional information for me to consider, I see no reason to depart from the findings that I set out provisionally above, which now become my final decision.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint or direct The Co-operative Bank Plc to do anything more than they have already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 17 June 2025.

Stephen Howard
Ombudsman