

The complaint

Mrs L is unhappy with correspondence she received from The Co-operative Bank Plc, trading as Britannia.

What happened

Mrs L had an ISA with Britannia which was due to mature on 31 January 2023. Mrs L called Britannia on 13 January 2023 to discuss her ISA reinvestment options as she wanted to reinvest part of the maturing ISA balance and receive a cheque for the remaining amount. Mrs L was asked by Britannia to send a reinvestment options form to them, along with a covering letter, confirming her request, which Mrs L subsequently did.

Upon receiving Mrs L's reinvestment options form, Britannia wrote to Mrs L on 25 January 2023 and confirmed that her maturing ISA would be partially reinvested as she'd requested. And Britannia also explained in this letter that they would send a cheque to Mrs L for the remaining balance of her maturing ISA shortly after the maturity date.

Mrs L then called Britannia on 30 January 2023, the day before her ISA was due to mature, to check that her ISA would be partially reinvested as she wanted and as per Britannia's 25 January letter, which Mrs L confirmed that she'd received.

Mrs L's ISA then matured on 31 January 2023. And in early February Mrs L received an envelope in the mail on which her name and address had been handwritten. Inside was an A4 sheet of paper which didn't include her name or address, and which said that her request had been completed and which gave a telephone number for Mrs L to call. Mrs L was very concerned by this correspondence, which seemed unprofessional to her and which she was worried might be a scam.

On 7 February 2023, after discussing the matter with her son, Mrs L checked Britannia's telephone number from her contacts and was surprised to discover that it was the same number as listed on the strange correspondence she'd received. Mrs L then called Britannia and raised a complaint about what had happened.

Britannia investigated Mrs L's complaint and explained that the envelope she'd received was supposed to have contained the cheque for her remaining ISA balance, but that it unfortunately hadn't been included. Britannia also explained that the 'letter' Mrs L had received in the envelope was in fact a compliment slip – albeit on A4 paper – which was supposed to have been received by her alongside the cheque. Britannia apologised to Mrs L for any confusion and explained that they would reissue the cheque to her.

Britannia also offered to make a payment of £100 to Mrs L as compensation for any trouble or worry she may have incurred. But Mrs L declined Britannia's offer and said that she wanted £500 compensation for what had happened.

A few weeks later, Britannia provided a formal response to Mrs L's complaint in which they reiterated their position but also offered to reimburse Mrs L for the potential interest she may have missed out on because of the late receipt of the cheque – which Britannia calculated as

being £0.42. Britannia also offered Mrs L £50 compensation, which was a lower compensation amount than they'd previously offered. Mrs L wasn't satisfied with Britannia's response and felt that the emotional impact on her because of what had happened merited a much larger compensation amount. So, she referred her complaint to this service.

One of our investigators looked at this complaint. They felt that Mrs L had received poor service from Britannia and recommended that Britannia should pay Mrs L £130 compensation because of what had happened. Mrs L remained dissatisfied, 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.

This includes the correspondence that Mrs L received in early February about which she was concerned about and which she thought might have been a scam.

Having done so, I'm not convinced it was reasonable for Mrs L to have held the concerns that she did about this correspondence. This is because its notable the correspondence was typed on Britannia letter headed paper and was received by Mrs L in early February – shortly the ongoing conversations Mrs L had held with Britannia about the maturity of her ISA, as described in the preceding section.

I accept that there might have been some confusion about the correspondence given that it was a compliment slip that was received by Mrs L without the cheque that was supposed to accompany it. But I feel that the context of the recent conversations which Mrs L had held with Britannia about her maturing ISA, and the fact the correspondence was received on Britannia headed paper, means that it was reasonable for Mrs L to have concluded that the communication was genuinely from Britannia and likely to have been about her ISA.

Mrs L has explained that she received the letter in a non-windowed envelope on which her address was hand written. And she notes that previous letter from Britannia had been in windowed envelopes with her address visible as typed on the letter in the envelope window.

But Britannia have explained that they don't send letters that include cheques – or are supposed to include cheques – in windowed envelopes, because they want to mitigate against the risk that the cheque will be visible to people who might handle the letter through the window of the envelope. This seems reasonable to me, and I feel it explains why Mrs L received the correspondence in the envelope she did.

Mrs L has explained that the unprofessionalism of the received correspondence meant that she was concerned that it might be a scam. But it's difficult to understand exactly what type of scam Mrs L might have been concerned about here, given that the correspondence didn't ask her to make any form of payment or provide any personal or financial details.

Indeed, the correspondence didn't even ask Mrs L to contact the telephone number included therein, but only explained that Mrs L could contact Britannia on that number if she had any questions. And, given that Mrs L had called Britannia and spoken with them about her ISA only a few days before receiving this correspondence, it seems reasonable to me that Mrs L could have called Britannia on the number she had previously used, which she knew was a valid number, if she had any concerns.

All of which isn't to say that Mrs L wasn't emotionally impacted by the receipt of the correspondence in the manner that she's explained here. But it is to say that, from an

impartial perspective, I don't feel that Britannia should fairly be asked to compensate Mrs L to the extent that she would like here. And this is because I feel that the amount of compensation that Mrs L is seeking is disproportionate to what took place and to what I feel should reasonably have been the impact of the receipt of the correspondence on Mrs L.

In their response to Mrs L's complaint, Britannia explained that the compliment slip would most likely have made more sense had it been accompanied by the cheque which was unfortunately not included. I'm in agreement with Britannia in this regard. But, as explained, even in the absence of the cheque, I feel that Mrs L's recent contact with Britannia and the letter headed paper should have reasonably indicated to Mrs L that the correspondence was legitimately from Britannia.

Mrs L has expressed her dissatisfaction that Britannia first offered her £100 compensation, only to later offer her a reduced amount of £50. In their correspondence with this service, Britannia explained that they were happy to honour the initial offer of £100. This seems like a fair and reasonable compensation amount to me, given what happened here and what I've explained above. However, Britannia have accepted our investigator's recommendation to pay £130 compensation to Mrs L.

I see no reason to reduce this amount, and I can confirm that it's commensurate with what I might have instructed Britannia to have paid to Mrs L, had they not already agreed to do so. Accordingly, my final decision here is that I uphold this complaint in Mrs L's favour and instruct Britannia to pay the £130 to Mrs L that they've already agreed to pay.

Britannia's response to Mrs L's complaint also included that they would reissue the cheque in question and cover the potential lost interest resulting from Mrs L's late receipt of it. Britannia calculated this lost interest amount to be £0.42. Mrs L has explained that she has yet to receive this £0.42 from Britannia. It would be disappointing if this is the case, but given that £0.42 is a relatively small amount, I feel it can reasonably be considered as being included in the £130 compensation I'm instructing Britannia to pay.

Finally, Mrs L has also expressed her dissatisfaction with how Britannia have handled her complaint about this matter. However, 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, include that this service isn't able to consider a point of complaint about how a business has handled a complaint. And this means that this aspect of Mrs L's complaint isn't one which it's within my remit to consider.

I realise this won't be the outcome Mrs L was wanting here. But I hope she'll understand, given all that I've explained, why I've made the final decision that I have.

Putting things right

Britannia must make a payment of £130 to Mrs L.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 26 February 2024.

Paul Cooper

Ombudsman