

## **The complaint**

Miss M is unhappy that her standing order (SO) with The Co-operative Bank Plc (“Co-op”) was cancelled or stopped. Miss M believed she had set the SO up to be ongoing and is unhappy that Co-op failed to notify her that it had ended.

## **What happened**

Miss M was making payments of £12 a month by direct debit (DD) to an energy supplier. Miss M cancelled the DD and set up a SO to pay the same supplier from 23 July 2018 with the end date set as the same as the DD end date of 23 August 2022.

Miss M contacted Co-op on 19 February 2021 and changed the date of the payment leaving her account.

The SO came to an end on the original date set for above. Miss M believed the SO was ongoing and complained to Co-op about this in September 2023 when she discovered the SO had expired. She says the expiry of the SO has caused her hardship as she is now behind with her energy bill.

Co-op didn’t uphold Miss M’s complaint. It says it is not its policy to inform consumers by text or email that a SO has come to an end and therefore no error had been made on its part.

Miss M was dissatisfied with this and brought her complaint to this service. One of our investigators looked into Miss M concerns but didn’t think Co-op had treated her unfairly or done anything wrong.

Miss M disagreed with our investigator’s outcome, she would like her mental health taken into consideration and has asked 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.

And having done so, I’ve decided not to uphold Miss M’s complaint.

My role is to look at the problems Miss M has experienced and see if Co-op has done anything wrong or treated her unfairly. If it has, I would seek – if possible - to put Miss M back in the position she would’ve been in if the mistakes hadn’t happened. And I may award compensation that I think is fair and reasonable. And, where there’s a dispute about what happened – as in this case - I’ve based my decision on what I think’s more likely to have happened in light of the evidence.

Miss M’s complaint is two-fold. She complains that her SO with Co-op was stopped or cancelled *and* that it failed to notify her about this.

So taking Miss M's first complaint point, it's not disputed that the SO came to an end, but rather whose fault it was, as Miss M believed the SO to be ongoing. Having looked at all the evidence I think it's likely the SO came to an end because an end date of 23 August 2022 was inputted into Co-op's system.

And I think this end date was selected as it was the historical end date of Miss M's DD which had been cancelled and replaced by SO on the instruction of Miss M - rather than by Co-op selecting a random date by mistake.

Miss M subsequently amended the date the SO left her account with help of a Co-op adviser. Co-op's notes confirm that it was just the payment date Miss M wanted to amend. It's not possible to say exactly what was discussed, but I think it's likely that Miss M didn't want to make any further amendments because rightly or wrongly she believed the payments were ongoing and so the end date remained as was originally inputted when the SO was set up on Miss M's instruction.

So I don't think the SO came to an end through any error or mistake made by Co-op.

And secondly, I accept if Co-op was set up to send notifications when SO's had been cancelled or are coming to an end, the situation Miss M found herself in might've been avoided. But I can't see anywhere where Co-op says it will do this and it isn't obligated to provide this service – what services it provides and how are commercial decisions it's entitled to take and not something we'd get involved with. So again, I can't say it did anything wrong here.

I appreciate Miss M strongly disagrees with this. But as has been explained previously, SO's are set up due to an external contract between a customer and service provider – outside the relationship of Miss M and the Co-op. It is entirely Miss M's responsibility to set up the SO and ensure she puts in the correct details for whom the payment is to go to, how much and when the payments are to start and finish. And any of these details can be changed at any time by Miss M. So I don't think it would be fair to expect Co-op to adapt its systems to diarise a reminder or notify a customer regarding something out of its control.

As explained above, our role in this is to decide if based on the evidence whether Co-op has made a mistake or treated Miss M unfairly. And based on the information I've seen, I don't think it has. So it follows I do not uphold her complaint.

**My final decision**

For the reasons I've explained I've decided not to uphold Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 28 March 2024.

Caroline Davies  
**Ombudsman**