

The complaint

Mr C complains Clydesdale Bank Plc trading as Virgin Money ("Virgin") didn't act on an instruction correctly, causing him a number of difficulties.

Whist Mr C brings this complaint with the help of a third-party representative, I will mostly refer to Mr C in this decision because this is his complaint.

What happened

Through a third-party representative, Mr C wrote to Virgin on 16 June 2023. In the letter he explained there had been a change in his personal circumstances, and he asked Virgin to cancel the direct debits on the account. When Mr C didn't hear from Virgin, he raised a complaint. He considered its service had been poor. Eventually, he asked us to take a look.

One of our investigators reviewed matters and in summary he didn't find Virgin had made a mistake because:

- The available evidence showed Virgin hadn't received Mr C's letter until 18 August.
- Upon receipt of it and a complaint by this point, it had written to Mr C on 24 August setting out the position.
- The communication confirmed it had cancelled the direct debit on the account. It noted there were other payments (standing orders and other re-occurring payments) and enquired what he wanted to do about those.
- The letter went onto confirm the account hadn't gone overdrawn or had any charges applied to it.

Mr C asked to see a copy of the letter as he and his representative hadn't had any letters. Upon receipt, he questioned whether the letter was authentic as it wasn't on headed paper or signed. He was concerned why Virgin wouldn't have cancelled all payments from the account, erring on the side of caution. He added that he shouldn't reasonably be expected to distinguish between payment types. He also highlighted he wasn't in receipt of an up-to-date statement on the account, either to confirm the account was in good order or not.

The investigator was satisfied the letter was genuine and likely sent. And he didn't feel he could hold Virgin responsible for not doing anything sooner with the instruction, due to when it had been received. He noted the instruction had explicitly mentioned direct debits and not all payments. When the investigator didn't change his mind, the case was put forward for decision as is Mr C's right.

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 won't be requiring Virgin to do anything more to resolve the complaint. I realise Mr C will be disappointed, so I'd like to explain why.

The instruction

The instruction Mr C sent is date stamped as having been received on 18 August. So, I've no reason to think anything was received before this date. On receipt, I would have expected Virgin to act on it, cancelling the direct debit(s) as requested and to contact Mr C. It's provided a copy of a letter it then sent, in which it confirmed the cancellation and further confirmed the account hadn't gone overdrawn or had any charges applied to it.

The argument here is that the letter wasn't received. But it was correctly addressed. There's a cover letter with the letter addressed to the representative. I haven't seen anything persuasive to suggest the correspondence is anything other than genuine – it has the linked reference on it. It's possible it may have gone astray in the post or been overlooked but I can't hold Virgin responsible for that.

Mr C says Virgin ought to have known he meant all outgoing payments and it should have been cautious. But I don't agree. I'd expect the bank to comply with the specific request and seek clarification of anything that was unclear. But I wouldn't have expected Virgin to re-interpret the instruction it was given. What if it ended up cancelling payments that still needed to be made.

The account

Virgin confirmed in its letter to Mr C that his account wasn't overdrawn or had any charges applied to it. I've checked this against the statements from 16 June to the end of October and that is correct. Mr C says he didn't get the letter but as I have said, I don't find Virgin at fault. I appreciate a statement would have confirmed what the bank was saying and so for completeness, I enclose copies with this decision. But having weighed everything up, I'm not going to require Virgin to do anything more. This brings to an end our consideration of this complaint.

My final decision

My final decision is that I'm not going to require Clydesdale Bank Plc trading as Virgin Money to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 May 2024.

Sarita Taylor
Ombudsman