

The complaint

Mr P complains that the Co-operative Bank P.L.C. didn't raise Direct Debit Indemnity (DDI) claims when he asked it to, discriminated against him, and have closed his accounts.

What happened

Mr P contacted Co-op because there were direct debits in favour of two merchants that he said he hadn't set up. Mr P asked that Co-op start a DDI claim for a full refund of the monies he'd paid. Co-op said it wasn't able to do that. Mr P called Co-op and was unhappy with the way he was spoken to saying that he was discriminated against. Co-op took the decision that it wished to end its banking relationship with Mr P and gave notice of this. After the required notice had passed, Mr P's accounts were closed.

Co-op replied to Mr P's complaint in April 2025. It upheld certain aspects of his complaint (concerning complaint handling) but didn't uphold the remainder of his points. Mr P spoke to Co-op on 8 April 2025 and it's this conversation that Mr P says is discriminatory.

Mr P referred his complaint to the Financial Ombudsman Service where an investigator considered the points raised. They concluded that Co-op hadn't done anything wrong and so wouldn't be asking it to do anything more. They said Co-op didn't have to raise the DDI claim because sufficient evidence hadn't been received, and we weren't able to say if the Equality Act 2010 had been broken or not. They also said Co-op was able to end a banking relationship with the required notice.

Mr P disagreed with the investigator and asked that his complaint was referred on to an ombudsman. So, it's been passed to me to decide.

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.

I know this will come as a disappointment to Mr P but I'm not going to uphold his complaint. Mr P has raised many arguments and points in his submissions to the Financial Ombudsman Service. I know he'd like me to address each of his points individually and in detail. But I won't be doing that. It's not that I'm being discourteous to Mr P but reflects the service we provide. We are an independent dispute resolution service – an alternative to the courts. We look at the key aspects of the complaint and address those – not each point raised. I'll now give my decision on the various issues Mr P raised.

Closure of Accounts

In Co-ops terms and condition under point 16.4 it says:

At any time, we may end this agreement, close your account and stop all account services (including payment devices, Telephone, Mobile and online banking services) by giving you at least two months' notice in writing. For example, we may do this if

you're no longer eligible for an account or service or if your account becomes inactive."

Co-op gave notice on 4 March 2025 that it would stop providing banking services on 8 May 2025. As that is two months' notice, Co-op has not acted unfairly or unreasonably in closing the accounts when it did.

Discrimination

I've listened to the call which Mr P says is discriminatory. Only a court can decide if the Equality Act 2010 has been broken and so if Mr P wants to pursue that allegation, he must refer it to court. But having listened to the call, I think the agent acted professionally and dealt courteously with Mr P. As I said, I can't say whether the Equality Act 2010 has been breached or not, but I hope it gives some reassurance to know that someone independent has listened to the call.

Direct Debit Indemnity Claims

Mr P wanted Co-op to raise indemnity claims against two companies who he said had been claiming money from his account incorrectly.

Having looked at Mr P's statements, for one company, the direct debits were monthly – starting in May 2024 and ending in February 2025. For the other, payments were for the most part weekly – beginning in January 2024 and ending in March 2025.

The DDI scheme is designed for situations where a payment has been claimed incorrectly – normally either on the wrong date or for the wrong amount. It's not meant to deal with situations where payments have been made over an extended period. If as Mr P suggests he didn't set these payments up, I would have expected him to notice that a lot sooner than he did. It seems to me that Co-op was correct in asking for additional information and proof before starting a claim. As that proof wasn't forthcoming, I don't think Co-op did anything wrong by not starting the DDI claim.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 November 2025.

Stephen Farmer

Ombudsman