

## **complaint**

Mr H says TSB Bank plc ignored his instructions to cancel all direct debits on his account. It also reported his account as one month in arrears when it'd agreed to place his account 'on hold' for 30 days during the complaint investigation.

He asks for a refund of the returned direct debit fees; the adverse data to be removed from his credit file and £350 compensation.

## **background**

Mr H disputed two transactions on his account in June 2015. During this investigation he wanted the bank to cancel all his direct debits as he was going to use a different bank. He wrote to the bank on 3 August but it ignored his request. It applied charges of £170 for returned direct debits in August and September. Mr H says this took him over his agreed overdraft limit and the bank reported negative data to the credit reference agencies in October 2015. Despite having agreed on a call this wouldn't happen.

The bank says it didn't receive Mr H's instructions. His proof of postage isn't proof of receipt. It says he cancelled a number of his direct debits online between 16 June 2015 and 4 September 2015 so it seems odd he didn't do them all this way. And it says the relevant guidance on its website tells customers to cancel direct debits online or by visiting a branch.

Also, the bank says when Mr H called in October he initially said he made the cancellation request by phone in late August, but there is no record of this. With regards the arrears data, the bank says its policy is to suspend contact, but not to 'freeze' the account and stop it going into arrears. It can find no record of a call with Mr H about this.

Our adjudicator didn't recommend the complaint should be upheld. He said he didn't think the bank had received Mr H's instructions. And he said he couldn't see why Mr H had cancelled some, but not all, of his direct debits online. Mr H disagreed, saying TSB gave him false information and ignored his written instructions. What he did online doesn't change this.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is contradictory or incomplete (as some of it is here), I've based my decision on the balance of probabilities – in other words, on what I think's most likely to have happened in the light of the available evidence and the wider circumstances.

I know Mr H feels strongly about what's happened. But I haven't found enough compelling evidence to change the recommended outcome.

### *Instructions to cancel the direct debits*

I understand this will be frustrating for Mr H and he's been able to send us the letter he sent on 3 August 2015. Mr H also said he sent the bank a copy of the tracking details but from the evidence I've seen it appears he sent a copy of his original letter and proof of postage, not receipt. In making my decision I've also thought about the fact Mr H told the bank he called

to cancel the direct debits around 20-25 August 2015 (but the bank couldn't locate that call and Mr H didn't provide more details as it asked, such as the date and time).

When we review complaints we have to look at what the customer did (and could've done) in the circumstances, as well as what the bank did. So I have to consider the fact Mr H cancelled a lot of his direct debits online, and it does seem unclear why he didn't do them all this way. This would've been in line with bank's published guidelines.

Overall, and on balance, I don't think there's enough evidence to conclude the bank made a mistake – I'm persuaded it's most likely it never received Mr H's request. This means I can't fairly order the bank to refund the £170 of returned item fees.

#### *Mr H's credit file*

The evidence is contradictory about what the parties agreed. And unfortunately, based on a lack of more specific information from Mr H, the bank can't find a record of the call. So I can't listen to the conversation and know what was agreed. But, on balance, I think it's more likely the bank agreed to suspend contact rather than to suspend reporting the status of the account. I say this based on what it's said its usual policy is in such situations.

Given my conclusion that a bank error isn't the cause of the fees, I can't hold the bank liable for Mr H exceeding his authorised overdraft limit. Or the subsequent reporting of negative data to the credit reference agencies. I've considered Mr H's point that he paid £200 into his account in November but this doesn't change my conclusion.

In summary, I find there's no action the bank needs to take and there are no grounds to award Mr H compensation.

#### **my final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 April 2016.

Rebecca Connelley  
**ombudsman**