

The complaint

Mr N complains about the way Shop Direct Finance Company Limited trading as Very dealt with him in response to his attempts to set up a direct debit on his account.

What happened

Mr N had an account with Very on which a payment was due. He tried to set this up online without success. So he called Very to set up the direct debit. Very's representative told Mr N its systems couldn't accept the sort code and account number he gave, and told him to speak with his bank.

Mr N became frustrated at receiving this response and his inability to set up the direct debit. He told Very he wouldn't be making payment by any other means, and took offence at being told that this would result in interest and charges. He told Very's representative what he thought about the service she'd provided to him, and that he'd be complaining to its chief executive officer (CEO).

A few days later Mr N called Very to make a complaint. He was unhappy about what he'd been told previously, and – among other things – with the location of Very's call centre. This conversation quickly became abusive and terminated within a few minutes.

Mr N made a further call to Very a couple of days after this. He wanted to progress his complaint. However, when Very told Mr N it hadn't logged a complaint from him, he again became frustrated and extremely abusive.

Mr N complained to us. He was disgusted with the service he received from Very, saying that it had caused him emotional distress and financial loss, and had destroyed his mental health. He wanted Very to sort out the direct debit problem, apologise to him, and to move its call centre to a different location.

Shortly after this, Very wrote to Mr N to say that it had terminated his account, that it didn't want him to make any further payments and that it intended to report his call to the Police. It cited comments Mr N had made during the call in support of the action it was taking.

Our investigator felt that Very could have done more to investigate why the direct debit couldn't be set up. But he didn't think that entitled Mr N not to make payment by other means. Noting that Very had written off Mr N's balance and its decision to close the account, our investigator felt that was a fair way to resolve the complaint.

Mr N didn't accept the investigator's conclusions. He explained about his medical conditions and the impact Very's handling of matters had on him, both mentally and physically. He maintained Very had continuously lied and misadvised him, and that he was being unfairly treated as 'the bad guy'.

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've deliberately left out a good deal of the specific detail of Mr N's communication with us and with Very. It is, in the main, highly offensive and abusive containing racial slurs and threats. None of this is appropriate for me to set out in this decision. I don't seek to criticise Mr N for this behaviour, but I feel it is important in this case to provide context.

I accept that Mr N has described to us a number of medical conditions he has that affect his ability to communicate when frustrated. From listening to the calls, I'm in no doubt that there were trigger points that resulted in Mr N reacting in the way he did. That he was triggered seems to me to be a result of his medical conditions, rather than because of the behaviour of Very's staff in those calls.

I don't find what Very's staff said to Mr N to be contentious, or that the suggestion he contact his bank amounts to Very lying to him. There might have been other ways in which Very could have explored why its systems couldn't accept Mr N's bank details, but the way the conversation developed meant that quickly ceased to be a viable option.

It's unfortunate that the way in which the calls developed meant that there's been no further investigation of why Very was unable to accept Mr N's bank details for the purposes of direct debit payment. Given that events overtook that situation quite rapidly, that Very has since waived any remaining balance, and that the relationship between Mr N and Very has very clearly reached an end, I don't propose to look into this issue further.

I realise how strongly Mr N feels about this aspect. But while understanding why the initial problem arose might enable me to say whether Very was right or wrong to refer Mr N back to his bank, it doesn't speak to what is a fair and reasonable way of resolving this dispute. That has to take into account *all* of the circumstances of the complaint.

It's not clear to me that Mr N had previously made Very aware of his conditions or his vulnerability. With the benefit of that knowledge, I suspect that Very might have looked to find a different way of communicating with Mr N, such as in writing or through a third party. But I'm not going to criticise Very for not having that knowledge when Mr N called it with his query or subsequent complaint.

Nor do I think it was inappropriate for Very to take the action it did in terminating the account. Financial firms are expected to balance the needs of their more vulnerable customers with their safeguarding obligations towards their employees. While Mr N's medical conditions mean he has difficulty in controlling his communications, they don't mean that Very (or its staff) are compelled to continue to receive those communications.

My finding is that Very was entitled to take the action it did in light of the way Mr N was communicating with it. I'm satisfied it did not do so because of Mr N's medical conditions – indeed, there's no indication it was aware of these at the time – but because of the obvious distress that his communications caused to its staff.

Having considered all that's been said and provided, I think the fair and reasonable approach here is for the parties to part company in the way they have. I accept that the whole situation was frustrating and undoubtedly distressing for Mr N, as it would have been for Very's staff. But I don't find that this is attributable to poor service on Very's part such that it would be appropriate for it to apologise, compensate him, or take any other steps to resolve the dispute.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 14 November 2023.

Niall Taylor
Ombudsman