

The complaint

Mr M complains that London Community Credit Union Limited (LCCU) produced two conflicting statements showing different balances in his account. He said that LCCU had failed to help him. Mr M said that he receives benefits and this problem has made it difficult for him to manage his finances

What happened

Mr M has a current account with LCCU. He said he is often unable to access his balance online. So he has to rely on printed his statements. But when he is able to access his online statements there is often a discrepancy between the balances on the same date. He said this makes it difficult to manage his finances.

Mr M attempted to contact LCCU by phone and online. But it took some time to respond – and it never properly addressed his concerns.

The investigator said the complaint should be upheld. She said that Mr M was unable to manage his account because of what had happened. LCCU hadn't provided any evidence to show that it hadn't made a mistake. The evidence we did have showed that there was an ongoing discrepancy – and it appeared to show a financial loss. Therefore LCCU should pay Mr M £257.03 plus another £200 for the distress and inconvenience this matter has caused to him.

LCCU did not substantively respond. Mr C said he had experienced further problems with his account.

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.

Mr M had a legitimate question about his account. He said that there was a discrepancy between the balances on his printed and online statements. And it appeared that around £250 was missing from his account.

This should have been a straightforward matter for LCCU to investigate and either provide evidence that there was no discrepancy or to put things right if one was discovered. But LCCU has not meaningfully engaged with either Mr M when he contacted it or us when we have requested information. This has made what should have been a straightforward matter very difficult for us to investigate.

Under our rules I can reach a decision on the basis of the evidence that has been supplied and take account of the failure by a party to provide information requested.

In this case, we only have the copy of statements provided by Mr M. They show that there is a discrepancy between his online and paper statements. Mr M has also given us an email

where LCCU accepts that there is a discrepancy. We have no evidence from LCCU to show that the balances were correct and Mr M has not lost out.

I've given this very careful thought. There is a clear difference and ongoing between the balances on the printed and online statements. That has consistently been £257.03 for the period we have evidence for. Mr M has been clear that this money is missing. And the only emails from LCCU accept there was an inconsistency.

The investigator has sent two view letters to LCCU explaining her thoughts and that LCCU should pay Mr M the amount of the discrepancy. It has had ample time to respond if it didn't agree with what the investigator said or to provide evidence to show that there hasn't been an error.

I also note what Mr M has told us about his personal circumstances and his financial situation. This matter has made it difficult to manage his finances. And I can see that it has caused him a lot of unnecessary upset and inconvenience.

Overall, in the individual circumstances of this case, I agree with the investigator that it seems more likely than not that there has been a mistake here. The evidence we have supports that Mr M is £257.03 down because of that. So LCCU should refund that amount. It should also pay him £200 to reflect the distress and inconvenience this matter has caused to him.

I was sorry to hear that Mr M has suffered ongoing issue. But I can only look at the complaint he referred to us – not any new matters.

My final decision

My final decision is that London Community Credit Union Limited should pay Mr M:

- £257.03 to reflect the unexplained discrepancy on his account.
- £200 for any distress and inconvenience this matter has caused to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 March 2022.

Ken Rose
Ombudsman