

## **The complaint**

Miss C complains about the service she received from Cynergy Bank Plc when requesting copies of historic bank statements.

## **What happened**

Miss C needed copy bank statements from Cynergy to support a claim she was making with the Department for Work and Pensions (DWP). She was unable to access her statements online, so she requested these via secure messaging on 22 April 2025 and over the phone on 23 April 2025.

On 1 May 2025 Cynergy told Miss C that it had posted the statements to her the day before and that she should receive them within 3-4 working days.

On 6 May 2025 Miss C sent a message to Cynergy explaining that she'd received correspondence from it, but she'd not yet received her statements. Cynergy resent the statements to Miss C again via courier several days later. Miss C confirmed receipt of the statements on 12 May 2025.

Miss C told Cynergy she had a deadline to submit her DWP claim. She says that whilst DWP agreed to extend the deadline, the process has caused her unnecessary stress and inconvenience heightened by the fact that she's a vulnerable person.

Unhappy with the service she'd received, Miss C complained to Cynergy. Cynergy accepted that its service fell short. It apologised for the delay in processing Miss C's request and offered her £50 compensation. Miss C didn't accept Cynergy's offer and came to our Service. An investigator looked into things and initially thought that Miss C should be awarded more compensation to reflect the distress and inconvenience she suffered over the three-week waiting period.

Miss C accepted the investigator's findings, Cynergy didn't. It accepts that it sent the statements to Miss C later than it should have done, but it can't be held responsible for postal issues that meant she didn't receive the statements initially posted to her on 30 April 2025. Cynergy says that once Miss C reported not receiving the statements, it resent them promptly with Miss C confirming receipt of the statements on 12 May 2025.

After considering further evidence provided by both parties, our investigator changed his opinion and concluded that Cynergy's original offer was fair. The turning point here was that the investigator initially thought Miss C received a cover letter for the statements on 6 May 2025 without the statements included – so he thought the statements had been incorrectly sent. But it's now clear that when Miss C messaged Cynergy on 6 May 2025 to report receiving a letter without the statements, she was referring to an acknowledgment letter to her complaint and not a cover letter for her statements.

The investigator said that he was persuaded that Cynergy posted the statements to Miss C on 30 April 2025. Once any correspondence is posted, we can't hold Cynergy responsible for any loss or delay by the postal service, as this is outside of our Service's jurisdiction.

The investigator explained that whilst Cynergy's service fell short, the only errors it made were not issuing the statements in the agreed timescales (a few days later than it should have done in the first instance) and not honouring a manager call back. The investigator thought that Cynergy acted promptly to resend the statements to Miss C when she requested them and he thought overall, £50 fairly reflects the impact of its mistakes.

Miss C didn't agree and asked for her case to be decided by an ombudsman.

### **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've reached the same outcome as the investigator. I'll explain why.

First of all, I'd like to start by saying how sorry I am to hear about the difficult circumstances Miss C has described. I share my deepest condolences for her loss, and I appreciate she's been through a very difficult time.

When Miss C made her enquiry online, she received an automated response to say she'd get an update within five working days. Miss C sent further messages and received the same automated response. She also spoke with Cynergy on the phone several times to discuss her enquiry. I appreciate this was frustrating for Miss C, but Cynergy is permitted to set its own policy – that includes setting its own service level agreements (SLA). It's not within this Service's remit to determine how a business should operate, but in any event, I don't consider this to be an unreasonable timeframe.

Cynergy called Miss C on 23 April 2025 to discuss her enquiry – she was told the statements would be sent within three working days – so this should have been by 28 April 2025. On 29 April 2025, having not received the statements, Miss C called Cynergy back to chase them. The agent escalated the issue to have the statements sent out as soon as possible.

I've seen internal records that show the statements were sent to Miss C on 30 April 2025. That's slightly outside of Cynergy's SLA – as I've said the statements should have been sent by 28 April 2025 as agreed.

Miss C questions whether the statements were ever sent in the first instance. We decide cases on a balance of probabilities basis – so I must consider what is likely to have happened, given all the evidence and circumstances – rather than requiring absolute proof. If we required proof of something happening or not happening, that would result in an unfair burden being placed on the consumer. That's because, as they're the party asserting the occurrence of an error or omission, it would be necessary for them to prove that assertion. So, on balance, I think the statements were most likely sent. And as our investigator has explained, once Cynergy sent the letter, it became the responsibility of a third-party postal service to ensure safe delivery. It's unfortunate that the statements didn't reach Miss C, but I can't reasonably hold Cynergy responsible for undelivered post.

Unhappy with the service she'd received, Miss C had asked to speak to a manager. A complaint was logged for Miss C, but she didn't receive a manager call back as requested. I realise that was disappointing for Miss C.

On 6 May 2025 Miss C sent a message to confirm receipt of her complaint acknowledgment, but she said she'd not yet received the statements. These were resent via courier soon after with Miss C confirming receipt of the statements on 12 May 2025. Cynergy met its turnaround time as the resent statements were received within four working days and I think

it took extra steps to ensure receipt by sending them via courier.

Having considered everything, I think an award of £50 to recognise the distress and inconvenience caused by Cynergy's actions to be reasonable and in line with this Service's guidelines on such compensation<sup>1</sup>. I'll explain why.

I agree that Cynergy's service could have been better. It could have sent the statements to Miss C sooner than it did in the first instance causing a delay of a matter of days. I also think it should have honoured the manager call back as requested. But that's the most I can hold Cynergy responsible for. I appreciate it took around three weeks for Miss C to eventually receive the statements but that was for reasons outside of Cynergy's control and I think it did what it could to expedite and ensure safe receipt of the statements sent the second time.

So, it's for these reasons I won't be asking Cynergy to increase its compensation award in the circumstances.

### **My final decision**

Cynergy Bank Plc has already made an offer to pay Miss C £50 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that, if it has not done so already, Cynergy Bank Plc should pay Miss C £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 2 March 2026.

Arazu Eid  
**Ombudsman**

---

<sup>1</sup> <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>