

### **The complaint**

Mr A complains about the service he received from Brent Shrine Credit Union Limited trading as My Community Bank (“MCB”) when it failed to stop a scheduled Direct Debit. Mr A says this resulted in his current account being put into unauthorised overdraft.

### **What happened**

Mr A requested MCB not to take a Direct Debit payment as he had already made an additional payment manually. Despite assuring Mr A a payment would not be taken the direct debit was attempted and failed. Mr A says this resulted in his account going into unauthorised overdraft.

Mr A says he was inconvenienced by this as he had to spent time rectifying the issue with his own bank and asking it to block the payment and so Mr A raised a complaint with MCB.

MCB upheld Mr A’s complaint, apologised and confirmed that its error hadn’t impacted his credit file and offered to review any charges incurred.

Mr A was dissatisfied with this and so brought his complaint to this service. Mr A believes compensation in the region of £250 is due.

One of our investigators looked into Mr A’s concerns but thought what MCB had offered was fair as although Mr A had been inconvenienced, they didn’t think the impact MCB’s mistake had on him warranted compensation.

Although Mr A accepts there was no evidence of any financial loss he believes because his complaint was upheld he should be compensated and so his complaint was progressed for an ombudsman’s decision.

### **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.

It might be helpful for me to say here that this service doesn’t supervise, regulate or discipline the businesses we cover. And my role isn’t to punish or penalise businesses for their performance or behaviour – that’s the role of the regulator, in this case the Financial Conduct Authority.

My role rather is to look at problems that Mr A has experienced and see if MCB has done anything wrong or treated him unfairly. If it has, I’d seek to put Mr A back in the position he would’ve been in if the mistakes hadn’t happened. And I may award compensation that I think is fair and reasonable.

And having considered everything, I’m in agreement with our investigator and don’t think there is anything much more of use I can add.

In this case it's not in dispute that something went wrong at MCB's end and that it failed to stop a direct debit being collected which Mr A says resulted in his account going into unauthorised overdraft for a few days and that he had to spend time sorting out the issue with his bank.

So what I need to decide is whether MCB's apology and offer to review and reimburse Mr A for any charges incurred ensuring he is placed in the position he'd be in had there been no error on its part is a fair and reasonable way to settle Mr A's complaint. And I think it is.

Although I accept Mr A has been inconvenienced by MCB's error, I'm not persuaded that the impact this had on him warrants compensation. This was a one-off error, things don't always go smoothly, mistakes happen and as stated above our role isn't to punish or penalise the businesses we cover.

So as Mr A hasn't suffered financially, his credit file hasn't been impacted and Mr A hasn't evidenced anything to suggest he suffered anything more than a relatively minor inconvenience, it follows that I don't think MCB needs to do anything more to put things right for Mr A.

### **My final decision**

For the reasons I've explained, I think what Brent Credit Union Limited has offered to do to settle Mr A's complaint is fair and I'm not going to ask it do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 January 2026.

Caroline Davies  
**Ombudsman**