

## **complaint**

Mr R complains London Community Credit Union Limited didn't cancel a standing order when he had asked it to do so.

## **background**

Mr R had a standing order to pay an organisation I'll call S. He had been referred to S by his doctor. In November 2012, his doctor referred him to a different organisation providing similar services. Mr R says he therefore asked LCCU to cancel his standing order to S but it didn't do so.

Our adjudicator has recommended the complaint be upheld. In his view it was more likely than not Mr R cancelled the standing order in November 2012 shortly after his doctor had, on 8 November, referred him to a different service provider. In resolution of the complaint he recommended that LCCU should:

- refund all payments Mr R made by standing order to S between 15 November 2012 and the cancellation of the standing order;
- refund the standing order fees that were charged for each payment to S between 10 April 2013 and 21 May 2014; and
- make a further payment of £50 in recognition of the inconvenience caused to Mr R.

LCCU didn't agree with the adjudicator's recommendation. It said:

- Mr R would have known every month that his benefit was for £145 and he would withdraw the remaining £125 on the same day as the £20 for his standing order, he was therefore aware that this amount was going out from his account;
- at no time during this period did he tell staff that LCCU should not be paying £20 to S until April 2014; and
- the recommendation is penalising it.

## **my findings**

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

Like the adjudicator I am satisfied – on balance - Mr R switched from S to another service provider and so no longer needed to make payments to S. I am also satisfied – again on balance – Mr R would have told LCCU to cancel the standing order.

LCCU has said that Mr R would have known his benefit was for £145 and so as he only withdrew £125 he was aware a standing order for £20 was going out. I can see the logic of this argument. But looking at Mr R's statements it seems to me he wasn't so much withdrawing £125 as emptying the account after each benefit payment – he would leave only a small credit balance. I don't therefore consider there is anything in Mr R's conduct of his account which would lead me to believe he knew the £20 standing order hadn't been cancelled.

I consider the award recommended by the adjudicator is fair and reasonable in all the circumstances. It isn't meant to punish LCCU but is intended to compensate Mr R for LCCU's error.

**my final decision**

My decision is that I uphold this complaint. I order London Community Credit Union Limited to:

- refund all payments Mr R made by standing order to S between 15 November 2012 and the cancellation of the standing order;
- refund the standing order fees that were charged for each payment to S between 10 April 2013 and 21 May 2014; and
- make a further payment of £50 in recognition of the inconvenience caused to Mr R.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr R to accept or reject my decision before 25 March 2015.

Nicola Wood  
**ombudsman**