

## **complaint**

Mr B has complained that after he was expelled from Manchester Unity Credit Union Limited (Credit Union), which he believes was unfair, the benefits lapsed, which had been available to him when he had been a member.

## **background**

Mr B had been a member of the Credit Union, but was expelled in October 2014. He has complained that the expulsion was unfair. Further, as a result, he lost the benefits he had when he was a member.

The adjudicator considered that the expulsion itself was outside this service's jurisdiction. Therefore, she could only consider the withdrawal of the benefits. She was satisfied that the terms and conditions of the group life policy clearly set out that the cover stops when membership of the Credit Union stops. Accordingly, she did not find that the removal of the benefit was unreasonable.

Mr B disagreed. He feels, in summary, that he has suffered a significant financial loss and that he has been treated unfairly. Mr B also added that if his complaint does not fall within this service's remit, then the rules on what this service can consider are inadequate. He says this service has confused the notions of 'customer' and 'member', and that his complaint is centred on his customer relationship with the Credit Union. He has asked that I advise him on how to ensure he is compensated.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Having done so, I am satisfied that the adjudicator's findings are correct. A credit union's decision to expel a member does not fall within the remit of this service. I understand that Mr B feels this service's remit is inadequate. However, it is set out in legislation enacted by Parliament, and is not something I can ignore or set aside. Even if I were to do so, it would not assist Mr B, as any decision I made would be unenforceable.

Because I am unable to comment on Mr B's expulsion from the Union, it follows that I cannot find that the withdrawal of the insurance benefits is unfair. The benefits are only available to members, and this is clearly set out in the terms and conditions. Any distinction between the terms 'customer' and 'member' do not change my opinion. As I cannot comment on the expulsion, I cannot find that the withdrawal of insurance benefits available to members constitutes poor customer service.

Mr B has asked for me to suggest ways in which he can obtain compensation. This would be a matter about which Mr B can obtain independent legal advice, or contact the Citizens' Advice Bureaux, should he wish to do so. It is not my role to give such advice.

**my final decision**

For the reasons given above, it is my final decision not to uphold this complaint. I make no award against Manchester Unity Credit Union Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 30 April 2015.

Elspeth Wood  
**ombudsman**