

## The complaint

Mr R complains that WorldRemit Ltd told him incorrect information which led to him sleeping rough for two nights in an overseas country.

## What happened

Mr R says that he tried to send some money to himself as he was travelling, and he was overseas. He tried to send money to himself the day before a national holiday in the country he was in, so he was aware that he needed to send the money to pay for a hotel room the day before everything shuts down for the holidays. But the transfer didn't appear to have completed so he contacted WorldRemit via the chat facility.

Mr R was told that there was a technical error, and he didn't need to do anything. But when he contacted WorldRemit again the following day, he was told the transfer wasn't successful because he entered a telephone number incorrectly. Mr R didn't think this mattered as he believed they had a two stage verification process. Mr R made a complaint to WorldRemit, he suggested appropriate compensation of £500,000. Mr R says that as a result of what happened, he was traumatised by having to sleep rough on the streets in an overseas country and he was without access to his own money for two to three days.

WorldRemit did not uphold Mr R's complaint. They said the reason his initial transaction failed was a result of him entering an invalid phone number. They quoted section 3.5 of their terms and conditions and section 13.10 of the terms, where it states they will not be liable to him for any errors caused by incomplete or incorrect information provided by him to them. WorldRemit confirmed there was no evidence that they had committed fraud or theft. They also said that they were closing Mr R's account under section 18.3 of the terms of the account due to the tone and language he used towards their staff and his threats towards WorldRemit. Mr R brought his complaint to our service.

Our investigator did not uphold Mr R's complaint. He said he was unable to see that there was any fraud or theft by WorldRemit. While Mr R may have felt that he was without money, this wasn't due to a fault by them as Mr R had input the incorrect telephone number. He said Mr R had made some concerning statements to the firm, but even though Mr R said he had to sleep rough because of this it wouldn't authorise him to make threatening statements towards the members of staff or firm. And that their terms mention that any threatening behaviour can lead to termination of the agreement between them and the consumer, which he agreed with WorldRemit's decision to close his account. Mr R asked for an Ombudsman to review his complaint.

During my investigation into Mr R's complaint, WorldRemit offered £100 compensation to resolve Mr R's complaint. But Mr R did not respond to the offer.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."*

### *Error with incorrect telephone number*

*I've considered what happened regarding the initial transfer. As Mr R input an incorrect telephone number (due to him also entering the country code when this was pre-populated), this is why the transfer didn't complete as it should have done, and WorldRemit wouldn't be responsible for this. But Mr R did use the live chat facility when he thought there was a problem with the payment. He was told at around 1am Greenwich Mean Time (GMT), around 7am in the country that Mr R was in at the time that "I can confirm that this has been affected with the technical issue that we're experiencing with our local partner. Don't worry we have marked the transaction as "urgent" and will look to process it as soon as possible. We'll keep you posted through SMS/email. Appreciate your patience and hope to update you shortly."*

*As the issue was to do with the incorrect telephone number being entered and not a separate technical issue which WorldRemit must have been experiencing at the time, then Mr R was given incorrect information. So after further investigation, it transpires that had Mr R been made aware of the error with the telephone number, he would have had the opportunity to make another transfer for collection with a WorldRemit local partner later that same day (as it was 7am where he was) as WorldRemit have confirmed that the local partner's branch should have been open from 8am-5pm Monday-Friday's (excluding holidays).*

*As Mr R was not affected by the other technical issue that WorldRemit were experiencing, then his transaction wouldn't have been processed as soon as possible as he was told on the chat. Mr R was also told on this chat "For now, you don't have to do anything", but again this was not correct, as the telephone number needed to be changed, so the collection of the money from the local partner could be made.*

*Mr R did not receive an update from WorldRemit, so he used the live chat to message them the following day. He told WorldRemit that he had to spend the night on the streets due to not being able to collect his funds. It was only on this chat that he was made aware of the error. And although the issue was rectified on this chat, it was a public holiday in the country Mr R was residing in, so WorldRemit's local partner's branch was closed. This resulted in Mr R being unable to pick up the cash, which he says this meant he had to spend another night on the streets. So due to WorldRemit's error, I'll be asking them to compensate Mr R for their error.*

### *Closure of Mr R's WorldRemit account*

*WorldRemit's terms and conditions – which Mr R would've needed to agree to upon opening his account, state under section 18.3 that "We can terminate the Agreement with immediate effect if you .... (c) through any means of communication intimidate, harass or threaten us, our employees, officers, agents. Service Providers or customers with violence, property damage or any other offensive, indecent, discriminatory or hateful material". Due to Mr R's interactions with WorldRemit, I'm satisfied that he met the threshold for his account to be closed down. He made several threats to WorldRemit and while he was frustrated about what occurred, these threats continued over a number of weeks. So I'm not persuaded that WorldRemit did anything wrong by exercising their right to close Mr R's account under section 18.3 of the terms and conditions.*

### *Freedom of Information (FOI) request*

*I can see from the chat transcript that Mr R asked WorldRemit for a call recording and chat transcripts, which he said if they don't provide him now he would go down the FOI or the General Data Protection Regulation route. Mr R submitted a FOI request to WorldRemit. But*

*it appears Mr R retracted this as WorldRemit told us he contacted them saying "I also previously submitted a FOI request, but realize that may not be the correct course of action, after having consulted with my solicitor about that matter." The Freedom of Information Act only covers public bodies, so this is why WorldRemit would be unlikely to fulfil any requests under a FOI which Mr R asked them.*

*I can see that from the chats Mr R had prior to bringing his complaint to them that WorldRemit has sent Mr R the chat transcripts he had with them and attached these to the final response letter they issued. If Mr R has any concerns that WorldRemit have broken any Data Protection Rules, he may wish to make The ICO aware of this. Mr R may wish to file a Data Subject Access Request (DSAR) if there is any other personal information he requires from them, but as WorldRemit have confirmed he did not include any points about a DSAR (or any breaches of the Data Protection Act) in his original complaint to WorldRemit, then I'm unable to consider this any further as part of this complaint.*

### *Compensation*

*I've considered the impact of WorldRemit's initial error. While Mr R's initial chat finished on the morning of 13 April 2022, he was without the money he should've been able to collect that day. So he says he had to spend two nights sleeping rough on the street. I've considered the amount of compensation that Mr R has asked for. This has ranged from a request for a four figure sum up to £500,000. But compensation is a discretionary remedy that we sometimes award if we feel that a business has acted wrongfully and therefore caused distress and inconvenience to their customer over and above that which naturally flows from the event. When we recommend compensation, it is often modest and within our established guidelines.*

*I've read everything Mr R has said about his health at the time and the impact of what happened overseas has had on him moving forward. And although I won't document his conditions in this decision to protect Mr R's anonymity, I can reassure him I've read everything he's said about this. But he has also told us that he can't provide us with any real medical proof that this incident has made his health any worse, but it certainly didn't help.*

*So I've considered what would be a fair outcome for this complaint. It's possible that Mr R may have been able to mitigate the effects of what happened, despite WorldRemit's error not being his fault. I say this as if he had entered the telephone number correctly originally then he should have been able to collect his money when he planned to without sleeping rough. He may have been able to contact the company he was going to work for or the British Embassy to see if they could offer assistance. If he had travel insurance then they may have been able to arrange something for him, or he may have been able to extract cash through another method such as a cash machine withdrawal if he had the funds to do so (as WorldRemit have researched the price of three star hotels in the city Mr R was staying in and they are £36-£40 a night), or ask for family and friends to transfer money to him if possible, or stay with anybody he may know there. I asked our investigator to reach out to Mr R to find out more information about how he tried to mitigate what he alleges happened to him. I also asked how these events affected him (over and above what he's already told us), and for any evidence he had of any financial losses he suffered. But Mr R did not respond to this request or ask for more time to respond before the deadline set.*

*I'm also mindful that none of the ways to mitigate what happened might have been available to Mr R. And this would be difficult to prove as part of this complaint. But ultimately, WorldRemit's error did cause Mr R to be without funds that he attempted in good faith to transfer, for him to collect at their local partner's branch, even if WorldRemit would not be responsible for their local partner branch's opening hours or that there was a public holiday at the time. It's feasible Mr R was relying on this money as the sole means of paying for his*

*hotel and he may not have had another method of withdrawing cash. Mr R says he slept rough for two nights until he was able to collect the funds on 15 April 2022. So the error was rectified shortly after he made WorldRemit aware of this. And if he didn't make an error with the telephone number originally, then he would have been able to collect the money before the public holiday.*

*Based on the circumstances of this complaint, I'm persuaded that £100 compensation is proportionate for what happened. Sleeping rough in an overseas country would cause distress. And he was inconvenienced by having to contact WorldRemit again when they didn't get in touch with him about the technical issue – even though he wasn't affected by this issue. But I'm unable to evidence any specific factors that warrant higher compensation than this. As Mr R himself has previously told our service that he can't provide us with any real medical proof that this incident has made his health any worse, and it's not clear what steps if any he took to try and mitigate what happened, then £100 would be in line with our compensation guidelines when a business makes a larger single mistake, requiring a reasonable effort to sort out. So it follows that I intend to ask WorldRemit to put things right for Mr R."*

I invited both parties to let me have any further submissions before I reached a final decision. WorldRemit accepted the provisional decision. Mr R did not respond to the provisional 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.

As neither party have provided me with any further information to consider, then my decision and reasoning remains the same as in my provisional decision.

### **Putting things right**

In my provisional decision I said I intend to uphold this complaint in part. I said I intend to ask WorldRemit Ltd to pay Mr R £100 for distress and inconvenience. I'm still satisfied this is a fair outcome for the reasons given previously.

### **My final decision**

I uphold this complaint in part. WorldRemit Ltd should pay Mr R £100 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 29 June 2023.

Gregory Sloanes  
**Ombudsman**