

## **The complaint**

A company, which I'll refer to as M, complain that in 2020 WorldPay (UK) Limited (WorldPay) failed properly to set up its merchant account. M says that meant funds received from a number of e-commerce transactions were not paid into its account.

In bringing this complaint M is represented by its director who I'll refer to as Ms G

## **What happened**

The background to this case is well known to the parties so, I won't repeat it in detail.

Briefly:

- In May 2020 M applied to WorldPay for a Business Gateway account (the Account). In setting up the Account, M asked WorldPay to include e-commerce capability on it. This was to enable the Account to receive payments for transactions processed via the e-commerce facility of a card payment provider who I'll refer to as A.
- However, in April 2023 M contacted WorldPay to say they hadn't been receiving such payments. After looking into things, and liaising with A, WorldPay sent A the relevant details for the Account. And on 5 April 2023, A put the required facility in place to enable M to receive payments for future e-commerce transactions.
- M then made a formal complaint to WorldPay to the effect that they'd made an error when in 2020 they set up the Account. In particular, M said that WorldPay failed to provide relevant details about the Account to A so that A could transfer payments for transactions they'd processed on behalf of M.
- In the event, A did offer to reprocess any affected transactions falling within its 180-day reprocessing timescale. To that end, WorldPay suggested to M that it should deal directly with A.
- However, to fully resolve M's complaint Ms G wanted WorldPay to make good all the outstanding payments to which M was entitled. In addition, she felt WorldPay should pay statutory interest on the refunded amount. Furthermore, she believed M should be compensated for any potential business opportunities it may have missed as a result of these events. And she believed she too should be compensated for the stress she'd experienced.
- In their response to M's complaint WorldPay didn't think they'd made an error when setting up the Account. More to the point they said that at the time they did so, they followed the relevant process which their boarding checklists confirmed. WorldPay said that there was nothing to indicate they acted incorrectly or improperly in connection with the processing by A of M's transactions and A's failure to release the funds to M.

- However, although WorldPay didn't believe they'd made any error for the reasons just explained, nonetheless, in acknowledgement of the period the events occurred and that M would have been inconvenienced by it, as a goodwill gesture WorldPay offered M £150.00 in compensation.
- M didn't think WorldPay's offer went far enough and so on its behalf Ms G referred the complaint to this service to look into. Also, and alongside M's complaint about WorldPay, Ms G also referred a separate complaint to us about A. That was done on the basis she believed A were also at fault for these events.
- By way of further background, I should add that in the course of our investigation into M's complaint against A, they managed to identify the missing transactions, payment for which M hadn't receive. The full amount totalled approximately £12,500 which A have now paid over to M. A also paid interest at 8% on that sum which amounted approximately, to an additional £1,760.

After considering M's complaint about WorldPay, our investigator didn't think they'd made an error when setting up the Account. He said the evidence WorldPay provided to our service persuaded him that they followed their boarding process and unlikely therefore to have made the error M alleged.

M didn't agree with the investigator's conclusion and Ms G asked for an ombudsman to review the complaint.

On M's behalf Ms G said:

- WorldPay admitted partial fault and offered £150 in compensation. It's perplexing therefore that the investigator should disregard their liability after that admission of fault.
- A was unable to locate M's account when she called them - meaning there had been a failure by WorldPay to transmit M's details to A. Reviewing the calls she made to A would demonstrate that the onboarding process was flawed and resulted in important information not being passed to A

### **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.

Where the evidence is incomplete or inconclusive (as indeed 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 the light of the available evidence and the wider circumstances.

I begin by noting Ms G's request that I should listen to phone calls between her, and A and I further note her reasons for the request. But I see no reason to do so. I have no reason to doubt Ms G's testimony that A were unable to find details of the Account when she called them. And as regards whether WorldPay made an error in 2020 by failing to give details of the Account to A, WorldPay doesn't believe they made an error. The more persuasive evidence as to whether or not they did, would in my opinion be the documentary evidence that exist, which in turn would then need to be considered in the wider circumstances of the case.

In saying that, it follows that I also disagree with Ms G's account that WorldPay acknowledged they were at fault for what happened in light of their decision to offer £150 in compensation.

However, in their response to M's complaint, WorldPay maintained their position that they were not at fault. In other words, they made no admission to that effect. Indeed, in their final response letter, WorldPay explicitly said they did not uphold M's complaint. The £150 was offered as a good will gesture.

I have also borne in mind it is no part of A's evidence that WorldPay did not send them details of the Account in 2020 when it was opened. Rather, in A's submission in their own case to us, they said they:

*"never received the account set-up request from WorldPay (WP) at the time".*

That is a possibility. Certainly, in April 2023 WorldPay sent those details and they were received by A at that time. But I do not take A's testimony as equivalent to an assertion the details were not sent by WorldPay in 2020.

I've therefore looked at the available evidence and wider circumstances of the case to determine whether I can safely say WorldPay did make an error in 2020 by omitting to pass on details of the Account to A.

WorldPay have shown us evidence in the form of the checklist their Boarding Team completed when they created the Account. I've reviewed that evidence. The checklist includes confirmation M would like to accept e-commerce transactions processed by A. And next to a box entitled: "c/care to complete [A] form", the box is completed with the word "Yes" inserted.

WorldPay's testimony is that the Boarding Team were aware of M's request to accept e-commerce transactions processed by A. I'm satisfied the checklist demonstrates that. WorldPay further adds that given the completion of the checklist, there is no reason, and no available evidence to indicate the team would not have submitted the details in the usual manner.

Even though WorldPay believed they did send the evidence to A, they've acknowledged that in light of the way the information is normally transmitted - including a combination of various encryption, it is impossible to explicitly show this, and I take their point.

Nevertheless, I think that the checklist at least suggest the possibility the details were likely to have been sent. But in truth it is impossible to say for sure. More to the point I don't have anything to indicate the omission by A to pass on to M funds derived from their processing of e-commerce transactions on M's behalf was the result of an error by WorldPay.

That being said as noted above, M has now been fully paid for the missing transactions. And it has had interest paid on the amount also at the statutory 8%. I'm pleased therefore, that M has successfully recovered what was due to it and in full compliance with Ms G's request. I now turn to consider M's other claims for compensation – including Ms G's request to be compensated for the stress these events have caused to her.

I sympathise with Ms G in that regard. However, this complaint has been brought to this service in the name of M, as a limited company. That is because M is the eligible complainant in this instance as per the rules by which this service must abide. That means I can only consider the impact the events in question may have had on M. And as M is a limited company it can't suffer distress.

So, in any claim for compensation I can't consider any personal stress experienced by Ms G as a private individual and therefore I have not.

I've also thought about Ms G's account of the impact of these events on M and why it should be further compensated. Ms G says M should be compensated by reference to any potential business opportunities it may have missed as a consequence of what happened

But even if I had concluded WorldPay made an error in 2020, and for the avoidance of doubt that is not my conclusion, I don't think Ms G has shown M lost any business opportunities. I would not therefore be able to consider a financial award based on speculative losses or what could have been.

### **My final decision**

For the reasons explained above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 18 March 2024.

Asher Gordon  
**Ombudsman**