

## **The complaint**

Mr D complains his WorldRemit Ltd account was used by an unknown third party to send money abroad on two occasions. He is concerned his identity and personal details have been compromised by WorldRemit.

## **What happened**

Mr D explained he has held a WorldRemit account for some time but has not used it since 2018. He logged into his account in April 2023 and noticed two transactions he had not authorised in March 2023. Mr D confirmed he did not know the recipient and he had not had any money go out of his linked bank account. It appeared to him his account had been used as a platform by a third party to send money abroad.

Whilst he accepts he has not suffered any financial loss, Mr D explained he is concerned his identity and personal details have been compromised by these transactions. This has caused him distress and inconvenience and he would like to be compensated.

Mr D complained to WorldRemit about the transaction. It blocked his account and explained he needed to reset his passwords. It also initially said someone would have had to have gained access to his login details to make the payments and asked whether he had provided his details to anyone else or been the victim of a 'phishing' scam. It also referred to its terms and conditions, explaining it was not liable to pay compensation for compromised accounts suggesting Mr D had shared his details with a third party. However, it also offered a goodwill gesture of £50.

Mr D asked how a third party could pay money into his account from an account which was not linked to him, pointing out WorldRemit's own terms and conditions did not allow this. In its final response, WorldRemit said it did not 'knowingly' permit the use of payment cards not linked to the customer. It also explained the payments into his account had been authorised by the card issuers bank but would not release any details regarding this due to data protection issues. WorldRemit also provided evidence it had emailed Mr D about both transactions.

Mr D complained to our service. He disputed WorldRemit's comments that he had provided his details to a third party, explaining WorldRemit had breached its own terms and conditions and he thought this was a serious breach of his personal data.

Our investigator thought WorldRemit had allowed a third party to access Mr D's account, contrary to its terms and conditions. But they thought WorldRemit had done enough by offering £50 compensation for the inconvenience and distress caused.

In response to our investigator's recommendation Mr D said he thought WorldRemit should pay him £20,000 in compensation for the distress and inconvenience, again explaining he was concerned about his personal information being compromised.

As Mr D has rejected our investigator's recommendation, his complaint has been passed to me to make a final 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.

I appreciate how strongly Mr D feels about his complaint. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Mr D explained he hadn't used his WorldRemit account for approximately five years before he checked it in April 2023. He has since confirmed he did receive emails regarding the payments in March, although he did not realise at the time.

WorldRemit have not provided information about how the transactions were processed or how it allowed a payment into his account from an account which wasn't his. From the evidence I have seen, I am persuaded Mr D did not make the transactions he has complained about, these payments were therefore contrary to WorldRemit's own terms and conditions.

I am satisfied Mr D has not suffered financially because of these issues. There haven't been further transactions, and Mr D expressed he wished to close his account with WorldRemit in his correspondence with it. He has asked for compensation for the distress and inconvenience this matter has caused him and has set this distress out in detail in his response to our investigator's view.

I think WorldRemit did take some reasonable steps when Mr D made it aware of the payments by restricting his account and explaining steps he needed to take to protect it. Again, Mr D had not used this account for several years, so I don't think this caused him any significant inconvenience, he has not said he needed to use the account for a transfer and appears to have just been checking on the account.

Whilst I accept there was some inconvenience and distress caused by the issues described, I think this was a singular issue which Mr D was able to resolve relatively quickly without any financial loss to him.

I can understand why he was worried about his personal details being compromised. It is not clear what personal details would have been available to the third parties, and WorldRemit have not addressed this in any detail in its response. However, Mr D has not described any further issues he has experienced in the past year since these issues occurred and no further transactions have been reported. I am satisfied any compromise has not led to further detriment to Mr D over the timeframe of this complaint. I understand Mr D's concerns, but our service can't make awards for what might have happened.

For these reasons, taking into account what has happened and the fact Mr D has not suffered a financial loss, I broadly agree with our investigators view and I think the compensation offered is reasonable and fair. This compensation is inline with what I would expect in the circumstances and is also inline with similar awards.

Whilst I uphold Mr D's complaint, as I do think WorldRemit allowed transactions which breached its own terms and conditions, I do not think WorldRemit needs to do anything more than it has already offered.

I also note the points Mr D makes regarding WorldRemit breaching data protection rules. The information Commissioner Office (ICO) may be better placed to decide on these matters, and I would encourage Mr D to contact them regarding these concerns.

**My final decision**

I uphold Mr D's complaint against WorldRemit Ltd and require it to pay Mr D £50 compensation, if it has not already done so, for distress and inconvenience it has caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 21 May 2024.

Gareth Jones  
**Ombudsman**