

The complaint

Mr O complains that Bancoremit Limited didn't process a transfer he instructed and didn't return the money involved to him.

What happened

In July 2021, Mr O instructed Bancoremit to make an international transfer for £5,000 but this was unsuccessful. When Mr O asked Bancoremit why this happened, it said that the funds were placed 'on hold'. Bancoremit advised Mr O to contact its agent in the UK that he spoke to about the transfer who would be able to help. But eventually Bancoremit stopped responding to him altogether.

Mr O brought a complaint to us and we asked Bancoremit for its response to the complaint and supporting information. But despite numerous attempts using a variety of channels and contact details, Bancoremit didn't respond. So our investigator reached their view based on the information they did have. They said that Mr O provided evidence of a £5,000 payment to Bancoremit and checked with its bank which confirmed that the account details did indeed belong to Bancoremit.

Mr O had evidence from conversations with Bancoremit representatives to support that the £5,000 never reached the intended account. Based on this, our investigator concluded that Mr O's money remained with Bancoremit and was never returned to him. So they said that it should return these funds to Mr O, along with 8% interest calculated from 9 July 2021 to the date the funds are returned. They felt this five day timescale between the payment to Bancoremit and when interest should be payable would be fair for returning funds in normal circumstances. They also recommended that Bancoremit pay £500 for the sustained distress and inconvenience Mr O has experienced.

Mr O accepted the investigator's recommendations, but Bancoremit didn't respond despite several chasers. On this basis, the complaint has now been passed to an ombudsman to decide.

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.

This service has asked Bancoremit on a number of occasions, over an extended period of time, for its response to Mr O's complaint. But despite all efforts to contact it, we have never heard anything from Bancoremit. This means I have to decide what's fair and reasonable in all the circumstances of this complaint based on the information and evidence I do have. I do this in line with the rules that apply to us which explain that an ombudsman may reach a decision on the basis of what has been supplied and take account of the failure by a party to provide information requested (DISP 3.5.9R(3)).

Here, Mr O has provided evidence to support that he did indeed send the money he wanted to transfer to Bancoremit and it has confirmed that it received this. Beyond this, it's very

unclear what has happened to Mr O's money. Mr O has provided copies of messages between him and Bancoremit employees over a prolonged period of time. There is a lot of confusing information about why the payment wasn't successful and where it may now be – but eventually it is suggested that Mr O gets in touch with its agent in the UK as they hold the funds and this is *'likely with [the agent]*.

While I can't be certain of exactly what the position is with Mr O's transfer and the money associated with it – I'm satisfied that based on the evidence I do have it's more likely than not that Bancoremit, or an agent acting on its behalf, has Mr O's money. It may be that there are genuine reasons that Bancoremit didn't process this transfer, or that it is holding onto the money – but Bancoremit hasn't provided this service with any reasons as to why it wasn't able to make this payment, or why it hasn't been returned to Mr O. So I've not been made aware of any reasons that it may be fair for it not to return this to him.

This being the case, based on the evidence I have, I'm satisfied that Mr O made a payment to Bancoremit. Our investigator has spoken to Bancoremit's own bank which has confirmed that the details Mr O send the money to does indeed correspond to an account in Bancoremit's name. The evidence then persuades me that it's more likely than not that this money remains with Bancoremit or an agent acting on Bancoremit's behalf. In these circumstances and without any evidence to the contrary – it follows that it's fair and reasonable that it gives this back to Mr O.

Bancoremit should also pay 8% interest on the amount he asked to transfer, from the date our investigator has suggested (9 July 2021), to the date the money is returned to him. He's been deprived of this money and clearly wanted to gain access to it, so I think this is fair to put this part of his complaint right. I also think it's fair Bancoremit pays Mr B £500 for the sustained trouble and inconvenience this will have caused him over the years since he first made this transfer.

My final decision

My final decision is that I uphold this complaint. Bancoremit Limited should:

- refund Mr O the transfer he made to it of £5,000; and
- pay 8% interest on this from 9 July 2021 until the date it's refunded; and
- pay Mr O £500 to compensate him for the distress and inconvenience caused by this situation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 16 July 2024.

James Staples
Ombudsman