

## The complaint

Mr S complains about Skrill Limited's customer service after a transfer he was trying to make was rejected multiple times.

### What happened

Mr S attempted to make a transfer using Skrill to another account in his name. This transfer was repeatedly rejected. Mr S contacted Skrill on several occasions and was given conflicting information as to why the transfer wasn't being made. Mr S eventually made the transfer through a different provider, who levied a fee, and then raised a complaint with Skrill for not having made the transfers and the poor service he'd received.

Skrill sent Mr S a final answer in October 2024. In this, it said it'd acted in line with the terms and conditions Mr S agreed to when opening his account, and it wasn't liable to pay any consequential losses to Mr S. So, it didn't uphold Mr S's complaint. Mr S disagreed with Skrill's answer and referred it to this service.

One of our investigators reviewed the complaint and concluded that Skrill had provided poor customer service. They said although Skrill was entitled to rely on its terms and conditions, it shouldn't have been necessary for Mr S to call on numerous occasions – particularly as the advice he was given on those calls was conflicting. So, our investigator concluded that compensation of £25 was justified for the trouble and upset caused.

Mr S didn't respond to our investigator, but Skrill did. In its reply, it said again that it relied on its terms and conditions, and so compensation was not warranted. It confirmed that it disagreed with the investigator's opinion, so the complaint's been passed to me 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.

Having done so, I believe that Skrill did give Mr S poor service and should be compensated. The award I'm making isn't refunding the fee Mr S paid to the alternative payment provider. It's to recognise the incorrect information Mr S was given which led to multiple attempts to make the payment he needed to make.

Both Mr S's testimony and Skrill's transaction records confirm there were multiple unapproved payment requests on 27 August 2024. It's not my role to make a finding on whether the payments should or shouldn't have been made. That's a commercial decision for Skrill. But what I can look at is whether, in the individual circumstances of this case, Skrill has acted fairly and reasonably. Skrill explains that the payments Mr S wanted to make were to be processed through one of its payment partners. And it was the payment partner who couldn't make the final stage of the payment so that's why Mr S's instruction failed. Skrill's terms and conditions, linked <u>here</u> (4.5), say use of a payment partner is permitted and that Skrill's liability stops once it's made the payment to the payment partner. Skrill says the payments weren't made because of the payment partner's internal policies and regulations which I accept Skrill has no influence over. So, I find Skrill met its obligations by sending funds to the payment partner, and didn't act unfairly or unreasonably when dealing with Mr S's request to transfer funds.

However, when I look at the customer service element of this complaint, I do find that Skrill could've done better. Mr S tells us that he contacted Skrill on three occasions, and that he was given a different reason for the payment not being made each time. Mr S then used a different method to transfer the funds, which cost him £1.99.

Skrill has provided me with a single call recording lasting a little over four minutes. In it, an adviser explains that the funds aren't being released by the card issuer and so aren't being received by Skrill. The adviser suggests Mr S could try to do a bank transfer which works in a different way. So, I have evidence there was a phone call during which Mr S was told to try an alternative method of funding the transfers. But we've been told by Skrill the payment partner couldn't process the payments because of its internal procedures. So, I believe this shows Mr S was misinformed. I think if he'd been told sooner the real reason for the failure of the payments, he wouldn't have continued trying to make them and would've sourced an alternative provider sooner. But, having decided to use the alternative provider, I don't find that Skrill has any liability to pay its fee. However, I do find compensation is payable to Mr S for the inconvenience caused. I've thought about the level of compensation which Skrill should pay, and I've concluded that the errors were relatively minor and short lived and so £25 is appropriate.

# **Putting things right**

To put things right, Skrill Limited should pay Mr S £25 for the trouble and upset caused.

# My final decision

It's my final decision to uphold this complaint. I require Skrill Limited to take the action set out above, in the section called 'Putting things right'

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 April 2025.

Stephen Farmer **Ombudsman**