

The complaint

Mr M is unhappy that a payment made using Western Union Payment Services GB Limited was delayed, information he received was confusing and the payee says the payment never arrived.

What happened

Mr M instructed Western Union to make a transfer to a third party in the Philippines on 10 May 2024. He believed the payment would be received by the payee in minutes but it in fact took 10 days. Mr M complained to Western Union because of the delays and because he'd also been told by the payee that the money had never been received.

Western Union explained the payment had been made but the overseas bank then had to carry out compliance checks which delayed the ultimate payment. It sent Mr M an explanation of when the money had been sent but some of this information later proved to be incorrect. Western Union accepted its mistake. But it said the payment had been made and credited to the account. Mr M disagreed and wanted additional explanations which, although responded to by Western Union, didn't satisfy him. So, he brought his complaint to this service where one of our investigators considered his concerns.

Our investigator considered Mr M's concerns and felt Western Union's communications hadn't been clear when referencing the receiving bank. They thought compensation of £50 was reasonable. But they said the timescales given were expected and not guaranteed, and the evidence they'd seen showed the payment had been made. So, they didn't consider Western Union needed to do more. Mr M disagreed with our investigators opinion and asked for the case to be reviewed by an ombudsman. So, it'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.

I think I need to make it clear what I'll be doing within this decision. Mr M has asked several questions regarding the transaction. And I can see why he may want answers to these. But it's not for us to act as an intermediary. Our role is to give answers to complaints quickly and with the minimum of formality. That means we concentrate on the crux of the complaint and decide what needs to be done, if anything, to put things right. So, although I've read and considered everything both Western Union and Mr M have provided, I won't be responding to each point raised. This isn't meant as a discourtesy, it's a reflection of this service's role.

In my opinion, this complaint centres on three issues. The first is the delay in the transfer being made contrary to the published timescales. The second is the conflicting information Mr M was given regarding the progress of the payment. And the third is whether the payment has yet reached its intended destination.

Delay in the payment being received.

I've looked at the receipt Mr M received and note that where it says Date Available 10 May 2024, there is a superscript 1 which at the foot of the receipt says:

“Service and funds may be delayed or unavailable depending on certain factors including the Service selected, the selection of delayed delivery options, amount sent, destination country, currency availability, regulatory issues, consumer protection issues, identification requirements, delivery restrictions, agent location hours, and differences in time zones (collectively, Restrictions). Additional restrictions may apply; see our terms and conditions for details.”

So, although there's an expectation that the money will be available on 10 May 2024, I think the detail given in the footnote adequately explains that there may be a delay in the money being available. Additionally, Western Union made the payment to the overseas bank, and it was that institution which carried out the compliance checks. Western Union have no control over what checks the foreign bank do and so I can't hold it responsible if those checks cause delays.

Conflicting Information

Western Union has confirmed that its loose terminology when referring to the account into which the money had been released has caused Mr M confusion. I agree this is the case. Western Union are responsible for making sure the payment is received by the overseas bank. But the additional steps required to pay those funds into the payees account are for the foreign bank to undertake. So, I think Western Union's confirmation that the funds had been received was correct albeit that there was confusion over which account it had been received to.

Non receipt of funds

Mr M says that the funds sent on 10 May 2024 haven't been received by the intended recipient. The payees bank says they have been. It's not the role of this service to carry out the checks to see if the funds have been credited or not. Rather, it's our place to see what assistance Western Union has offered to resolve the issue. In this case, Western Union have asked Mr M to provide a copy of the payee's bank statement so further enquiries can be made through the payee's bank if those funds haven't been received. Western Union has no authority to ask for the statements from the payee's bankers and therefore the only person who can provide them is the payee themselves. Since Mr M is the person in contact with the payee, I don't think that's an unreasonable request for Western Union to make. And so I feel if Mr M wants to pursue this point further, he should make the statement available to Western Union as it's asked.

Putting things right

I don't believe that Western Union has misled Mr M regarding the potential delay to the payment, nor do I believe that it's been unreasonable in asking for proof that the payment hasn't been credited to the payee's account before it makes further investigation. It follows that I don't believe Western Union should refund the payment to Mr M.

But, I do think that it caused confusion over where the money had been credited when it first contacted Mr M and for that, I think the offer of compensation of £50 is both fair and reasonable.

My final decision

My final decision is that I require Western Union Payment Services GB Limited to pay Mr M

£50, as it's already offered to do, for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 May 2025.

Stephen Farmer
Ombudsman