

## **The complaint**

Mr S complains that REMITLY U.K LTD (“Remitly”) didn’t do more to investigate and recover a payment made from his account.

## **What happened**

In summary, in April 2025, Mr S and his wife found a property abroad that they wished to rent. After speaking with an individual (I’ll call “E”), they agreed to reserve the property.

Because of a risk of blackouts in the area, they discussed installing solar panels to provide backup power. E said this would be acceptable. It was agreed that the tenancy would begin once the property was ready, towards the end of May 2025.

In mid-April 2025, Mr S paid 18,000 ZK (roughly £499) representing two months’ rent and a security deposit. Shortly afterwards, he was contacted by another individual (“M”) who said they were the owner of the property. M wanted to avoid installing solar panels. An alternative option was discussed, but agreement couldn’t be reached and the relationship broke down.

Mr S says M told him that he would receive a refund. However, the refund was not received, and both E and M have since stopped responding. Mr S was unhappy that M attempted to change the contract without his agreement and wanted Remitly to investigate the payment. In particular, he believed that he may have been the victim of fraud, that a chargeback claim should have been raised, and that Remitly could have done more to recover his funds.

The complaint was referred to our Service. Our Investigator considered it and didn’t uphold it. In short, she didn’t think there was enough to show Mr S had been the victim of fraud and explained that a chargeback wasn’t an appropriate route for Remitly. A separate complaint about the lack of a chargeback claim was raised against the card issuer (Mr S’s personal bank, “T”) and decided by another Ombudsman at this Service.

## **Informal communication**

Before issuing this decision, I contacted Mr S informally to set out my thoughts on the complaint. I explained that:

- The payment was funded by his card, converted into foreign currency, and sent to a mobile number via mobile money. Because the card issuer was Mr S’s personal bank, T, it was for T to decide whether to raise a chargeback. As another Ombudsman had issued a final decision regarding T, I was unable to comment further on that point.
- Remitly’s terms explain that it doesn’t provide refunds once a transaction has been completed. In this case, the transaction was completed when the funds reached the recipient’s mobile wallet, and no refund option was available.
- Firms are sometimes expected to make reasonable attempts to recover money where it has been sent as a result of fraud. But this expectation arises where there’s convincing evidence that fraud has taken place. Even then, it’s not the role of a financial firm to

investigate or pursue individuals who may be committing fraud.

- I wasn't persuaded there was enough to show the money had been taken with fraudulent intent or that the other party to the agreement never intended to provide a service. Even if Mr S was given incorrect information or aspects of the agreement were misrepresented Remitly wouldn't have been expected to try recovery of funds in those circumstances.
- Even if fraud had been established, the likelihood of successful recovery would have been extremely low given that the payment was sent internationally, via mobile money, and several days passed before the issue was reported. It's a common feature of scams that funds are moved on quickly, making recovery unlikely. Remitly would not be expected to attempt recovery where there is no realistic prospect of success.
- I didn't consider Mr S's concerns about Remitly's characterisation of a rental agreement, or about payment limits, to be material to the outcome. I considered it likely Mr S would have found a way to make the payment to secure the property in any event. I noted that Remitly accepted it provided misleading information at times but I didn't think its offer of a discount was unreasonable. I also said "complaint handling" isn't a regulated activity. I was therefore unable to comment on issues about how Remitly handled the complaint.

### **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 won't be upholding it for largely the same reasons previously set out.

I've considered Mr S's response to my informal outcome and reviewed the file with that in mind. While I understand he would like all relevant facts to be reflected in any final decision, I've again focused on what I consider to be the key issues. The rules governing our Service allow me to take this approach. This isn't intended to be unhelpful but reflects the informal nature of my role in deciding what I think is fair and reasonable in the circumstances.

I note Mr S says that he is disappointed that I found his evidence insufficient to support his allegations of "misconduct". I've also considered his comments that the recipient's wallet could have been frozen and the funds recovered, his reference to the receiving bank's terms and conditions, his view that Remitly went back on the recovery process, and his position that the complaint related to a chargeback for non-receipt of goods and services.

However, even taking account of the events Mr S has described, there remains insufficient evidence for me to conclude he was the victim of fraud. The threshold for finding that fraud has occurred is high. While there may have been issues arising from a dispute over what was agreed under the rental agreement, I'm not convinced (as I would need to be) that the evidence supports a finding that the individuals he dealt with intended to defraud him out of money without any intention of providing a service. I therefore can't find that Remitly was at fault for not attempting to recover funds said to have been lost as a result of fraud, regardless of whether the recipient's account remains active.

As before, even if fraud had been established, it remains highly unlikely for the reasons previously explained that the funds could have been recovered by the time the matter was reported. In relation to any chargeback claim, the decision whether to pursue a chargeback rested with T, the card issuer, and not Remitly. I therefore cannot find that Remitly should be held liable for not pursuing such a claim. As mentioned earlier, another Ombudsman has already issued a decision on the likelihood of such a claim succeeding in any event.

I acknowledged that Remitly accepted providing misleading information at times. It offered a discount on its services as an apology, which I still don't consider to be unreasonable. I also noted that I cannot comment on matters relating to how Remitly managed the complaint process itself. In the circumstances, I don't think Remitly needs to do anything further.

### **My final decision**

For the reasons given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 May 2026.

Thomas Cardia  
**Ombudsman**