

## **The complaint**

Mr L is unhappy with the service provided by Refundee Limited after it dealt with a complaint against his bank (W) about W's decision to decline to refund Mr L money that he'd lost.

## **What happened**

Mr L made payment to a third party around May 2024. Mr L contacted his bank, W, to recover this money. W didn't agree and so Mr L complained about its service. W responded to Mr L's complaint saying it wouldn't be upholding it.

Mr L contacted Refundee Limited in October 2024 to deal with his complaint about W's decision to decline to refund Mr L money that he'd lost. Mr L contacted Refundee Limited and explained that he'd found other victims that had received their money back from the same third party that had taken payment from him. Mr L complained about Refundee Limited's lack of urgency in dealing with his claim, and poor communication with him.

Refundee Limited responded to Mr L's complaint agreeing Mr L wasn't provided with a call back that he was told would happen. Because of this, it agreed to offer Mr L £20 in recognition of its poor claim handling and the impact on Mr L. Mr L didn't agree with these findings and so brought his complaint to the Financial Ombudsman Service.

The Investigator said the compensation offered was reasonable and didn't ask Refundee Limited to do anything more. Mr L didn't agree with the Investigator's findings. As the complaint couldn't be resolved it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Mr L says Refundee Limited failed to deal with his claim with any sense of urgency, and if it had, he may have had a greater chance of getting his money back. Mr L has referenced key evidence he provided to Refundee Limited, about other victims like him that had received their money back, which Refundee Limited failed to act on in a timely way.

I've seen that soon after taking instruction from Mr L for it to act for him as his representative on his complaint against W, Refundee Limited sent a letter of complaint to the Financial Ombudsman Service. This was done in good time, and in line with what we'd expect to happen.

I've seen that Mr L sent Refundee Limited evidence about other victims, like him, that had received their money back. I can see this was forwarded by Refundee Limited to the

Financial Ombudsman Service for consideration in good time, and without delay. So, I don't agree with Mr L's point about this evidence not being considered by Refundee Limited.

Mr L says Refundee Limited should've used this evidence to do more to try and get him his money back as it was proof that funds were still available. I recognise the upset and distress Mr L would've been experiencing at the time. But I'm persuaded much of Mr L's frustration stems from the third party taking payment from him for a service Mr L was very much hoping would happen, which then didn't. Refundee Limited's involvement in the claim came much later, and at a time when W had already concluded it wouldn't be refunding Mr L any money. Having considered what Refundee Limited was instructed to do, and the service it provided whilst acting for Mr L on his claim, I'm satisfied its actions were reasonable, and in line with what we'd expect.

I agree that there was poor communication with Mr L when it failed to contact him after saying it would. I'm persuaded this caused Mr L upset and frustration, at a time that he was already disappointed with W's decision not to refund him the money he'd lost. I'm persuaded Refundee Limited should pay some compensation in recognition of the impact on Mr L for its poor claims handling.

Refundee Limited offered Mr L £20 compensation. Having considered our award bands alongside the poor communication from Refundee Limited and impact on Mr L, I'm persuaded this amount is broadly in line with what this service would direct in similar circumstances.

This amount recognises Refundee Limited didn't follow through with what it said it would do. The promise of a call created an expectation from Mr L that he would be speaking to a representative to discuss his claim. Instead, he was let down as the call didn't happen as agreed. But the amount also recognises that even if Mr L had managed to speak to a Refundee Limited representative at the time, it's unlikely this would've resulted in the outcome Mr L was hoping for. So, he still would've experienced some upset and disappointment at learning that the decision on his claim remained unchanged.

Overall, I think Refundee Limited could've done more to communicate with Mr L in a timely way, in line with what it had agreed it would do. I also think it's overall handling of Mr L's claim was reasonable, and actions were taken in line with what we'd expect a claims management company to do when dealing with a claim like Mr L's. Having reviewed everything, I won't be asking Refundee Limited to pay more compensation than what has already been offered. It is for Mr L to decide if he wants to accept this.

### **My final decision**

For the reasons provided I uphold this complaint. Refundee Limited must pay Mr L £20.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 February 2026.

Neeta Karelia  
**Ombudsman**