

# Reclaiming a payment made to an online money transfer service

Topic: **Payment transactions** Case number: **2022/11**

The complainant transferred EUR 1 000 from his bank account to an online money transfer service for exchange into Thai Bath. The service had an account at the branch of an American bank in Switzerland to which the amount should have been credited. As this account was in CHF, no credit was made and the EUR amount remained missing. The complainant wrote directly to the beneficiary bank several times and received no reply, whereupon he submitted the case to the Ombudsman. As extensive efforts by the client's bank to recover the missing amount had failed, the Ombudsman contacted the beneficiary bank and the client was credited with the EUR 1 000.

The documents submitted by the complainant showed that he had contacted the beneficiary bank and the online money transfer service in order to obtain a refund of the amount that had disappeared. The online money transfer service informed him that he had not received a credit note and that he should contact his bank, which would probably be able to help him.

In a first step, the Ombudsman also informed the complainant that, in multi-member payment transactions, the recovery of a misdirected payment must in principle be made via the mandated bank. He did not have a contractual relationship with the beneficiary bank, which could also be the reason for the latter's failure to reply to him. The complainant then supplemented his complaint with documents he had received from his bank. These showed that his bank had made intensive efforts to recover the EUR 1 000 and that a large number of recovery requests to the beneficiary bank, which had been made via SWIFT, had surprisingly also remained unanswered.

Normally, the Ombudsman only becomes active when problems arise in the contractual relationship between a client and his bank. In the present case, as already mentioned, there was no contractual relationship between the client and the beneficiary bank. Since misconduct on the part of the client's bank could be ruled out and the lack of answers from the beneficiary bank was the reason why the case remained unresolved, the Ombudsman contacted the beneficiary bank directly and asked it to refund the EUR 1 000 to the complainant or to explain why this was not possible.

A few days later, the client informed the Ombudsman that the missing amount had been refunded to him. Whose efforts led to the positive outcome of this case and where exactly the problem lay with the misdirected transfer remained unclear, as the receiving bank also did not comment to the Ombudsman. However, since the client's claim was met in full, this no longer mattered.