

The complaint

X is unhappy that Larstal Limited, trading as Astropay, won't reimburse an international transfer that they made to Astropay but which Astropay claim to have not received.

What happened

X instructed a transfer from their overseas bank account to Astropay. X initially received confirmation that the transfer had completed, but shortly afterwards they received notice that the transfer had expired and not completed. X wasn't happy about this, especially as the transferred money hadn't been returned to their overseas bank account such that it appeared to have been lost. So, they raised a complaint.

Astropay responded to X and explained that the transferred money had never been received by them. Astropay therefore suggested that X's money must be held by another party along the intended transfer chain. X wasn't satisfied with Astropay's response, so they referred their complaint to this service.

One of our investigators looked at this complaint. But they felt that Astropay had been able to demonstrate that it had never received X's money, and they didn't feel it would be fair to instruct Astropay to reimburse money it hadn't received. X remained dissatisfied, so the matter was escalated to an ombudsman for a final 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.

Having done so, while I sympathise with X and appreciate their frustration, I won't be upholding this complaint against Astropay.

Ultimately, this is because I'm satisfied from the information that Astropay have provided to this service that Astropay didn't receive the money that X sent. And because Astropay didn't receive X's money, I don't feel it would be fair to instruct Astropay to reimburse the intended transfer amount to X as X would like.

The reason I'm satisfied that Astropay didn't receive X's money is because Astropay have provided screenshots of their internal systems which show that the transfer was declined by them – and so, in being declined, was never received. I'm aware that X feels that Astropay did receive his money. But I find the evidence provided by Astropay to be persuasive.

If X still hasn't received the intended transfer amount back into his overseas bank account, then it seems highly likely to me that one of the other parties in the intended transfer chain presently holds that money. But the scope of this complaint is limited to the actions of Astropay. And, because it's my position that Astropay didn't receive X's money, I don't feel that they've acted unfairly in how they've managed this situation.

I hope that X can recover their money from whichever of the other parties it currently resides

with. But I would only consider instructing a business to reimburse money to a complainant if it can be demonstrated that the business has received that money. And, in this instance, that isn't the case.

It therefore follows that because I'm satisfied that Astropay didn't receive X's money, that Astropay haven't acted unfairly here in how they've managed this situation. Accordingly, because of this, I won't be upholding this complaint or instructing Astropay to take any further or alternative action.

I realise this won't be the outcome X was wanting. But I hope that they'll understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 7 June 2024.

Paul Cooper
Ombudsman