

The complaint

Mr A complains that Wirex Limited won't reimburse him funds he lost after he says they were sent to an account he did not recognise.

What happened

As the circumstances of this complaint are well-known to both parties, I have summarised them briefly below.

Between January and February 2025, Mr A says that he instructed Wirex to make several payments from his account to an account he held elsewhere. However, when he later checked the account where he thought he'd sent the funds to, the money had not been deposited.

Mr A cross-referenced the beneficiary account where the funds were sent against his own accounts and realised they didn't correspond with the one he held. He therefore raised a fraud claim with Wirex.

Wirex considered Mr A's claim, but found it wasn't liable for his loss. It pointed out that as the payments were made to an account in Mr A's name, and they weren't covered by the authorised push payment (APP) fraud reimbursement rules.

Mr A, unhappy with this response, referred his complaint to our service for an independent review. After considering the evidence and testimony provided by both parties, the Investigator concluded that Mr A had likely paid an account in his own name. Therefore, Wirex were not liable to reimburse him.

Mr A disagreed, so the matter has now 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.

In deciding what's fair and reasonable in all the circumstances of a complaint, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

The starting position in law is that payment service providers, such as Wirex, are obligated to carry out payment instructions made by their customers without delay, in accordance with the Payment Services Regulations 2017. Here, there is no dispute that Mr A authorised the payments subject to this complaint. He has admitted to authorising those transactions without any third-party influence or involvement. Therefore, Mr A would be liable for the payments in the first instance.

I can see that Mr A informed Wirex when raising his claim that he'd been the victim of fraud.

However, the evidence does not support such a claim.

Technical data provided by Wirex supports that Mr A entered the sort code and account number he wished to make the payments to as part of the payment process. There were no automated processes within Wirex's platform that prepopulated the destination account details, and therefore it is reasonable to conclude that Mr A instructed payments to that account.

Further, the account name Mr A input into the payee information was his own name. And this was confirmed as the destination account holder's name through the confirmation of payee system. It is therefore reasonable to conclude that the destination account was in Mr A's name.

Mr A has provided no viable explanation as to why he believes he has been the victim of fraud, other than the fact that the account details do not correspond with an account he is familiar with. Nor has he provided any evidence that he has contacted the receiving bank and been provided evidence that the account did not belong to him.

Therefore, considering the information available to me, the evidence would suggest that Mr A authorised the transactions in dispute, and likely input the account information where the funds were sent. I also find it likely that the account the payments were sent to was in Mr A's name.

However, even had Mr A erroneously paid an account that he did not have control of, Wirex has made no error in following his payment instruction; it is required to do so by law. When Mr A reported the matter to Wirex, it reached out to the receiving bank to investigate Mr A's concerns. And as it didn't receive a response from that bank, there was nothing more it could do.

I have also noted that Mr A has expressed some concern over the service he received from Wirex. I do understand some of the frustration caused here and am sorry to hear of Mr A's personal circumstances and financial difficulties. But correspondence between Mr A and Wirex would suggest that it attempted on several occasions to fully understand the circumstances surrounding Mr A's concerns. And as it didn't receive a full response to its questions, it had to reach out again to clarify matters before it could take the appropriate action. I don't find this to have been unreasonable in trying to fully understand Mr A's concerns so that it could respond appropriately.

Wirex investigated the matter as fraud and mentioned the APP fraud reimbursement rules in its response, as Mr A alleged this explicitly in his initial contact with Wirex and in subsequent responses. I appreciate this was likely due to a misunderstanding of what would be deemed APP fraud, but it was reasonable for Wirex to consider his complaint against those rules as Mr A had specifically mentioned them as part of his claim and complaint.

Having considered all the available evidence here, I'm not persuaded that Wirex has made an error.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 November 2025.

Stephen Westlake
Ombudsman