

The complaint

Mr M complained about a promotional campaign offered on his Wirex Limited account. He said he was eligible for a full payment under the campaign but had only been paid £30.

What happened

Mr M says he signed up for a Wirex account on 9 May 2025 to participate in a promotion which offered a £100 reward for making 20 or more card transactions of at least £10 each within the first 30 days. He said he'd completed those transactions by 16 May, but on 16 June Wirex only paid him £30 rather than the £100 he was expecting. Mr M raised a complaint with Wirex.

Wirex responded to the complaint on 8 July 2025. It said £30 had been credited to Mr M's account on 16 June, but upon review it could see he was eligible to receive £70 instead. It said that although the promotion had since been suspended it had credited the additional £40 as a gesture of goodwill.

Mr M referred the complaint to our service where it was looked at by one of our Investigators. Our Investigator asked Wirex some questions about what had been paid, and in response Wirex said it will pay the additional £30 to Mr M, so he would now have the full £100 reward.

Our Investigator said that whilst that dealt with the underlying issue, Mr M had been put to some inconvenience trying to resolve this matter so he felt £50 compensation should be paid by Wirex.

Mr M accepted our Investigator's findings, later adding that Wirex had paid him a further £70 rather than the £80 our Investigator had said (the £30 reward plus £50 compensation).

Wirex responded to say that the £140 it had paid was more than Mr M could have received - and it believed was due - under the promotion. It said that was especially so bearing in mind the promotion was offered by Wirex Digital Services s.r.l, not Wirex Limited and that point nine of the promotion terms and conditions stated 'Subject to applicable law, Wirex shall not, under any circumstances, be liable to compensate Wirex users or any other third parties for losses or damages incurred as a result of their participation in this Promotion.'

As an agreement couldn't be reached the case was passed to me to decide.

What I've decided – and why

I issued a provisional decision in December 2025, the findings of which said:

'Although I've read and considered the whole file I'll keep my comments to what I think is relevant. If I don't comment on any specific point it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome.'

When considering what is fair and reasonable in the circumstances, I need to take into account relevant law and regulation, regulators' rules and guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the time. While I will take into account what Mr M has said about different rules and regulations such as the Consumer Rights Act 2015 and the Consumer Protection from Unfair Trading Regulations 2008 I won't be providing a detailed analysis of the same.

Whilst Mr M has referenced a Notice of Undertaking from Wirex Limited to the Financial Conduct Authority, I can't take that into consideration here as the matters referenced in that bear no relation to Mr M's complaint. The undertaking relates to some specific terms Wirex had in its e-money contracts prior to the undertaking in 2023, whereas Mr M's complaint is specifically about a promotion Wirex ran in 2025.

I understand Wirex is questioning whether it is liable to pay anything to Mr M due to the fact the terms of the promotion are set by Wirex Digital who are based in Europe. I'm satisfied that this issue is within our jurisdiction, and we can look at the terms of the promotion. This is because Wirex offered the promotion to its UK customers as part of opening up a Wirex UK account.

I've reviewed the terms and conditions of the account and I can see there are four tiers of reward depending on how many card transactions are completed within 45 days of the user's registration, or 30 days since the card activation (if sooner):

- £10 reward for 5 card transactions for a minimum of £10 each
- £30 reward for 10 card transactions for a minimum of £10 each
- £70 reward for 15 card transactions for a minimum of £10 each
- £100 reward for 20+ card transactions for a minimum of £10 each

So, based on Mr M's transaction history, he would normally have been eligible for a £100 reward as he completed 20+ card transactions in the period allowed (set out above).

However, that isn't the end of the matter. The terms of the promotion say:

"Wirex may, at its sole discretion, revise any of these Terms or terminate this Promotion at any time without prior notice to Wirex users. By participating, you acknowledge that the receipt of a Reward is not guaranteed, and Rewards may not be paid if changes occur in the Promotion, limitations are imposed, or fraudulent activity is detected and if this Promotion is terminated."

I understand Mr M feels it is a breach of contract, and he has referenced the Consumer Rights Act 2015 and the Consumer Protection from Unfair Trading Regulations 2008. I've considered Mr M's points very carefully.

Wirex ended the promotion early on 14 May 2025 which it was allowed to do under the terms of the promotion (I understand it was originally due to run until September 2025). Having looked at the account history, it seems that at the time the promotion ended Mr M had only completed 16 eligible card transactions, so under the terms of the promotion that means he was only eligible for £70, rather than the full £100.

Wirex had to make sure Mr M had information that was clear, fair and not misleading about the promotion, and I'm satisfied the terms and conditions document was relatively brief (with only 15 conditions listed) and that it was written in a way that could be easily understood. I'm satisfied the relevant term was prominent and transparent. Mr M has said the withdrawal term created a significant imbalance in the parties' rights and obligations, but I need to keep in mind that the actual product Mr M opened was an account with an

e-money provider and this complaint isn't about the terms and conditions of that account, it is about the terms and conditions of a promotional offer that Mr M said induced him to sign up. Had he not signed up at all then he wouldn't have received any promotional payments. Mr M isn't bound to any agreement that he now can't get out of that will cost him money, nor has he incurred any fees and charges due to Wirex withdrawing the promotion early. If Mr M no longer wishes to use the Wirex account, he doesn't have to do so.

In any event, Wirex has now paid the full £100 to Mr M, plus an additional £40 in compensation. Whilst that isn't the full £50 compensation our Investigator thought was warranted, bearing in mind I think Mr M was only eligible for £70 (rather than the full £100), I'm satisfied the payments made by Wirex are already enough to resolve this complaint. And even if I am wrong about that, and Mr M was eligible for the full £100, then I'm satisfied the additional £40 compensation is fair and reasonable for any inconvenience he was put to.

Whilst I think the service fell short in terms of Wirex originally only paying £30 in promotional credit to Mr M, I'm satisfied the amount already paid overall is fair and reasonable in the circumstances. I say this because Wirex has now paid more than the original incentive offer even if Mr M had qualified for the full amount. The service wasn't what it should have been, but Mr M has now received more than he would have received had nothing gone wrong and if he'd been eligible for the full £100.'

Wirex accepted my provisional findings. Mr M didn't respond.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In the absence of any further submissions I've considered the full file afresh and, having done so, I see no reason to depart from my provisional conclusions.

My final decision

My final decision is that Wirex Limited has already paid £140 in total to settle the complaint (including the original £30 promotional credit paid before the complaint was made) and I think this amount is fair in all the circumstances. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 February 2026.

Julia Meadows
Ombudsman