

### The complaint

Mr M complains Wise Payments Limited (Wise) took away a guaranteed exchange rate.

# What happened

Mr M has an account with Wise and uses it to send money overseas. One feature is a guaranteed rate. This allows customers to fix a rate for a short period without having money in their account, but customers must credit their Wise account to complete the transfer.

Mr M set up over 40 transfers, using the guaranteed rate, in early November 2020 but only completed three. Wise sent Mr M an email to say it had stopped him from using the guaranteed rate for 48 hours.

Wise also said if Mr M continued to set up transfers without paying for them Wise would remove the guaranteed rate feature.

Following this email, Mr M set up over 20 transfers in early December 2020 but only sent two. Wise sent Mr M a further email to say it had removed the guaranteed rate feature.

Unhappy with this Mr M complained to Wise and said the removal of the guaranteed rate was unfair and he'd like it reinstated.

Wise responded to say it told Mr M it would remove the guaranteed rate feature if he continued to set up transfers and not complete them. Because Mr M had continued to do this, Wise had taken away the feature.

Mr M brought his complaint to this service, and an investigator looked into things. The investigator didn't think Mr M's complaint should be upheld. The investigator thought Wise could remove the guaranteed rate, its terms and conditions allowed it to.

The investigator also thought Wise had clearly explained to Mr M what would happen if he continued to set up transfers and not complete them. Mr M didn't agree and asked an ombudsman to look into things.

Mr M says he didn't do anything wrong and can't see Wise is getting a benefit from removing the guaranteed rate as it needs customers. Mr M also asked this service to convince Wise to replace the guaranteed rate.

#### 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've looked at Wise's terms and conditions covering the guaranteed rate. In short, they say customers shouldn't create multiple transfers without the intention of completing all the transfers. And the terms go on to state if Wise sees this behaviour it can, at its discretion,

suspend or terminate an account.

There's no dispute Mr M set up numerous transfers, using the guaranteed rate feature, and only a few were sent. Mr M says some of these transfers were set up but not sent because he got the amount wrong, some because he got the recipient's name wrong and some were because he was waiting for money to credit in order to complete the transfers.

I think Wise clearly warned Mr M what would happen if he continued to set up transfers using the guaranteed rate feature and not completing them.

When Mr M continued to set up guaranteed rate transfers, then not send them, Wise removed this feature. Mr M set up over 20 transfers following Wise's warning email but didn't contact Wise to explain any errors he'd made with these transfers.

I think Wise's terms and conditions around the guaranteed rate feature are clear and I think it's clear Mr M breached these terms. Wise's warning was clear, and I'm satisfied Mr M both received and opened the warning email, Wise has sent me evidence of this.

Mr M would like this service to convince Wise to allow him to send guaranteed rate transfers again. But I won't be doing this, I'm looking at whether Wise was fair in removing this feature, and for the reasons above I think it was.

It's up to Wise whether it wants to offer this feature, or an account at all. Because I don't think Wise has made a mistake taking away the guaranteed rate feature, I won't be asking Wise to do anything different.

And it's up to Wise to make its own commercial decisions and how that might impact existing or potential consumers, but I've looked at whether this decision is fair.

I think Wise has made a fair and reasonable decision to remove Mr M's guaranteed rate feature, so I won't be asking Wise to reinstate it or do anything else to resolve this complaint.

#### My final decision

My final decision is I don't uphold Mr M's complaint,

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 March 2022.

Chris Russ

## Ombudsman