

The complaint

Mr G's complaint is that Wise Payments Limited has treated him unfairly in regard to transactions for flights abroad and his account closing.

What happened

Mr G used his account with Wise Payments Limited ('Wise' from now on) to pay for two sets of flights. There were two transactions disputed, one with a travel company which I will call Firm B and another transaction with a different travel company which I will call Firm W. Mr G says he didn't use any of these flights, so he raised a dispute with Wise. Mr G has latterly complained that Wise closed his account.

Wise raised the Chargebacks with Firm B and Firm W. Both Firms responded by rejecting the Chargebacks and providing evidence. Wise says in both cases the evidence showed that Mr G did get on the flights as planned and did travel to and from the destinations booked. Wise also says it did close his account in line with its terms and conditions.

So Mr G complained to Wise disputing the evidence provided and providing what he says is evidence he was in the UK throughout the times when the flights were booked. He says he still wants a refund for these transactions. Wise said it hadn't done anything wrong. So Mr G complained here.

Our Investigator considered the matter and decided that Wise had treated Mr G fairly. Mr G doesn't agree so the complaint has 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.

Mr G says he made these transactions and he hasn't disputed that he knew the amount he was paying. Taking everything into account I'm satisfied the transactions were properly authorised by Mr G and correctly applied to Mr G's account by Wise.

Chargeback

Wise uses one of the available card schemes for some of its payment services. Within this scheme is a set of rules where companies such as Wise can challenge transactions made through the scheme, through a process known as Chargeback. In essence this involves Wise challenging the transaction by way of one of the many chargeback reason codes. The merchant (Firm B and Firm W here) would receive this chargeback code and can either accept the chargeback by which the consumer, Mr G in this case, would receive a refund or it can defend it by evidencing why it believes the transaction should stand.

There then follows a process to decide on this chargeback which goes back and forth. Ultimately the scheme provider can decide on whether the chargeback is successful or not. So it is not up to Wise in the end whether Mr G should be refunded or not. It's important to

note that chargeback isn't an automatic right for consumers. Wise is also allowed to decide whether there is a realistic prospect of success before it decides whether to pursue the chargeback further or not. And it can make this decision at any time during the process. But if it does decide to make a chargeback it needs to do so properly.

Wise says it raised a Chargeback with both Firm B and Firm W and that once it had received the evidence it did in response, it felt that neither Chargeback had a reasonable prospect of success. And accordingly it didn't take the Chargebacks any further.

I've considered the evidence that Firm B and Firm W have provided. I note that in both cases they have shown that the flight tickets were issued in line with the purchases and that someone checked in to all the flights using the tickets Mr G bought and boarded those flights. I've also seen evidence showing the identification provided to check-in and board the flights in the seats corresponding to the tickets that Mr G bought. Using identification which identified that person as Mr G. I think it unlikely that someone with Mr G's exact name and other identifying characteristics who isn't Mr G managed to intercept these tickets and chose to fly to the respective countries on the respective dates and return without Mr G's involvement.

Wise has also pointed out that Mr G's account with Wise was used to make transactions in either the destination country or a country where the flights stopped over at the times that Mr G was due to be in those countries based on the flight tickets he accepts he bought. Wise points out that Mr G hasn't disputed those transactions at all.

I've considered the evidence from Mr G which he says shows he was in the UK throughout. I note that it is far from persuasive and doesn't demonstrate what he says it does with regard to his location during the periods his flights covered. It isn't even persuasive that this evidence actually pertains to Mr G considering its nature. I think the evidence provided by Firm B and Firm W and that provided by Wise is more persuasive as to his likely location at those times.

So considering all of the evidence I've considered in this dispute I don't think Wise has treated Mr G unfairly in not refunding him these ticket costs for his transactions with either Firm B or Firm W.

Mr G has also complained that Wise has since closed his account with it. To have an account with Wise Mr G had agreed to its terms and conditions. In those terms and conditions it is explained in what circumstances Wise can choose to end its relationship with customers such as Mr G. It's also explained what notice periods Wise needs to give if it chooses to end a relationship, including situations where it doesn't have to give notice. Having considered everything here I don't think Wise has treated Mr G unfairly or not in line with the agreed terms and conditions. So I don't think Wise has done anything wrong here.

Summary

So all in all, I'm not persuaded Wise has done anything wrong here. I think Wise has treated Mr G fairly throughout. Accordingly Mr G's complaint isn't successful.

My final decision

Accordingly I do not uphold the complaint against Wise Payments Limited. It has nothing further to do on this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 25 April 2022.

Rod Glyn-Thomas
Ombudsman