

## **The complaint**

Mr A complains that Wise Payments Limited will not refund payments on his card which he says he didn't authorise, and he disputes. Mr A would like the payments refunded.

## **What happened**

Mr A had an account with Wise. Whilst he was abroad, he hired a car. He complained that some charges were debited to his Wise account that he hadn't made. In particular two charges of 185 Euros and one charge of 65 Euros. These charges were for speeding fines and administration.

Mr A complained to Wise. He said he hadn't authorised the payments out of his account. He wanted Wise to raise a chargeback claim against the merchant. Wise raised a chargeback with the merchant. Wise received information from the merchant. Wise asked Mr A for further information about his whereabouts at the time of the charges. Mr A didn't provide the information they needed so they were unable to escalate his chargeback claim further.

Mr A complained to our service. One of the investigators looked into the complaint. She thought Wise had followed the correct process when they raised the chargeback. The investigator also looked at the information that the merchant had provided. She thought that Mr A's card had been correctly debited with speeding fines and admin fees. So, she didn't uphold the complaint.

Mr A was unhappy with the view. He said it wasn't his signature on the hire car documents so he shouldn't be charged these fines. Mr A referred to calls he had made to Wise that showed he had been given misleading information.

As there was no agreement the matter has come 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.

### *Chargeback process.*

Mr A says Wise haven't followed the proper chargeback process because they haven't agreed to refund him the charges made to his card. It's important to note the chargeback scheme rules aren't set by Wise and Wise needs to follow the processes in place in order to pursue any claims on behalf of its clients.

The chargeback scheme is a voluntary scheme. It is a process by which card payment disputes are resolved between card issuers and merchants. When a customer raises a chargeback claim the card issuer will raise a dispute if there is a realistic prospect of success. The rules around chargebacks are set by the card scheme. And Wise is required to abide by these rules when it processes chargeback claims.

I understand Mr A feels that he should not have been charged the amounts. But I can see from the information provided Wise did raise a chargeback and requested information from Mr A in order to escalate his chargeback claim once the merchant had rejected the claim. This is what I would have expected Wise to do. Mr A didn't provide the information that was needed and so Wise did not pursue the chargeback claim further.

Mr A has said he didn't understand what sort of information Wise needed from him. I accept Mr A may not have been clear what was needed but he could have asked Wise for clarification and I would have expected him to do so. In addition, I have seen evidence that Wise asked Mr A to provide documents confirming the car wasn't rented in his name and wasn't in his possession on the date of the fines. So, I think these requests are clear.

I have looked at the information provided by Wise and the merchant and I'm satisfied that Wise acted fairly in the way they processed Mr A's chargeback claim. I can't say that they did anything wrong and in any event the chargeback claim process is run by the card provider and not Wise.

### *Disputed transactions*

The three transactions disputed by Mr A are speeding fines and admin fees following a car rental abroad. Mr A has said he was back in the UK when the transactions were made, and it wasn't him that authorised the transactions. He has said it wasn't his signature on the rental agreements. He has also said he didn't authorise the charges to be made to his card.

Wise explained that companies such as car hire companies keep card details on file in case they need to apply additional charges. This is agreed in the terms and conditions.

I have listened to calls Mr A made to Wise. Although he complains that he didn't authorise the payments he said he had taken out the rental but said the signature wasn't him.

It hasn't been clear whether Mr A agrees he hired vehicles on all three occasions. He has mentioned he wasn't in the country at the time of the fines and he has said he didn't authorise the payments.

I've gone on to look at whether I think it's likely Mr A hired the vehicles. And from the evidence before me I think it is.

The speeding fines were issued on 11 October 2020, 14 October 2020 and 17 October 2020. I have seen evidence provided by the merchant which shows Mr A hired vehicles from the merchant from 9 October until 12 October, from 14 October to 16 October and from 16 October to 17 October.

Mr A has maintained he only hired a vehicle from 14 to 16 October. But as I've seen evidence he was using his card abroad on 9 October, I think it's likely Mr A did hire a vehicle between 9 and 12 October and that the charge on 11 October was a genuine charge for a speeding fine he incurred.

Mr A has always said he hired a vehicle between 14 and 16 October. The second charge was for a speeding fine on 14 October and the timings coincide with when he would have collected the vehicle from the merchant. So, I think it's likely that Mr A incurred the second fine.

The merchants have provided information to show Mr A hired a vehicle on 16 October until 17 October. Mr A has said he wasn't abroad at this time. I've seen transactions on his card

for 17 October that were made abroad. Mr A has also provided this service with information regarding his return flights and pointing to a cash withdrawal in the UK on 17 October to support his claim that he was in the UK when the speeding fine for 17 October was issued.

Although Mr A has said he was in the UK on 17 October the evidence he has provided doesn't convince me. Although I accept he had flights booked for 16 October this doesn't mean Mr A boarded the flight returning to the UK. In addition, there are card payments that place him abroad and although he has also provided evidence of a cash withdrawal in the UK, I am of the view that Mr A is likely to have been abroad. I say this because despite being asked to by the investigator Mr A hasn't provided convincing evidence to support his version of events. So, I'm not going to ask Wise to return the payments to him.

Mr A says he didn't authorise the payment of the speeding fines and administration charges. But I'm satisfied that when hiring cars and other types of services the merchant is authorised to charge the customers card if any other claims come through. This is agreed to in the terms and conditions. And I'm satisfied that Mr A agreed to this when he hired the vehicles.

Mr A has told us he wasn't in the country and it couldn't have been him who hired the vehicle or drove the vehicle and incurred a speeding fine. He's said the signature isn't his. Having looked at the evidence presented by Wise and the merchant, I'm satisfied that its more likely than not that Mr A was in the country and hired a car for the relevant periods. It follows he is liable to the fines as per the terms of his hire agreement.

#### *Wise giving misleading information*

I have listened to calls and I know that Mr A asked on numerous occasions to have payments from this merchant blocked. He was concerned that other payments would debit the account and his account was already in debit. I realise that Mr A was unhappy that payments could debit his account when he didn't have funds and wanted to prevent this from happening. He asked for the payments to be blocked and he says he was told they would be blocked. Having listened to the calls I disagree; Mr A was told that the payments would be looked at if he raised a dispute. So, I can't agree that Wise misled Mr A.

In summary I don't think Wise did anything wrong in the way it processed the chargeback. Mr A failed to provide the information Wise needed to continue with the chargeback claim. In addition, I'm satisfied that the information provided by the merchant suggests its more likely than not Mr A was abroad and hired the vehicles at the relevant time and is therefore responsible for the speeding fines incurred during his hire period. It follows I won't be asking Wise to do anything different.

#### **My final decision**

For the reasons stated above I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 November 2022.

Esperanza Fuentes  
**Ombudsman**