

## **The complaint**

Mr H complains Wise Payments Limited haven't honoured a cashback promotion when using his Wise card.

## **What happened**

In November 2021 Mr H was sent a promotion from Wise in connection with a holiday company I'll refer to as B, which said get up to 15% cashback on any destination worldwide if booking before 19 December 2021.

Mr H did book a holiday before that date – paying €20 on his Wise card, and €6,632.80 on a credit card he held with a different company. But, he didn't get the 15% cashback, as Wise said the terms and conditions required him to use his Wise card to pay for the booking in full. So, Mr H complained.

Wise replied and said when a customer agrees to use their service they agree to the terms and conditions. They said when a promotion is offered, using another company's card will automatically disqualify the customer for receipt of any benefits. Wise added the terms and conditions of the promotion aren't visible on the document Mr H had given them, but Wise provided this promotion to him and like any other promotion it's expected he'd have used his Wise card only. Overall, Wise said they wouldn't be giving Mr H the 15% cashback.

Unhappy with this, Mr H asked us to look into things, saying there were no terms that showed he had to use his Wise card to pay for the booking in full – and couldn't have done so anyway as he didn't have enough funds on his card.

One of our Investigators looked into things but decided Mr H would have been directed to a webpage which said he needed to pay in full with his Wise card to get the cashback, so she didn't uphold the complaint.

Mr H didn't accept this, in summary he said:

- On 15 November 2021 he received an email about a promotion with B for up to 15% cashback – and there were no terms and conditions on this email.
- On 18 November 2021 he clicked on this and went straight to B's webpage. He made the booking, and this said he could pay with various kinds of cards. It didn't say he had to pay with his Wise card. He complied with the relevant terms, but Wise won't honour the cashback.
- Wise has produced the terms and conditions, but they're only on Wise's website, not B's which is where he was taken to – so he was never aware of Wise's terms and conditions.
- The current link shows the terms and conditions, but they weren't showing when he did his booking.
- He's provided evidence of what he saw on 15 and 18 November, but Wise haven't been able to produce anything to counter this.

So, the complaint's 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.

Wise are telling us when Mr H would have gone through to book he'd have been told about the terms and conditions. Mr H says he was never made aware of them.

Where there is incomplete or conflicting information, as there is here, then I have to decide what I think is more likely than not – taking into account the information I do have.

Having considered things, I do think it's more likely than not Wise made Mr H aware of the terms and conditions. I say that because looking at the web pages now they show the terms and conditions. And, while I accept things can change, it seems unlikely to me Wise wouldn't have included this information at the time. There is also the ability to look back historically at web pages. Mr H says this wouldn't have shown the terms and conditions, but again I think it's likely the page Mr H was taken to would have shown them.

I should explain as well though, even if I thought the terms and conditions weren't showing, I don't think this would have changed my view on the complaint.

I say that because Mr H has also said he didn't have enough funds in his Wise account to complete the booking. So, as he didn't have enough funds, then it seems likely he'd never have been eligible for the cashback offer even if there was clear evidence the terms were available to him.

In addition, Mr H paid €20 towards the cost of the holiday on his Wise card – but €6,632.80 on a different card. It's unclear to me why Mr H would have done that, if he didn't think he at least needed to pay some of the cost of the holiday on his card. And, if he had that thought – which I think the €20 does suggest – then it could reasonably suggest an awareness that not paying for the whole holiday on his card may present an issue.

Regardless though, as I've set out above I think it's more likely than not Wise did display the relevant terms and conditions for Mr H to be aware of them – so I won't be requiring them to pay the 15% cashback.

### **My final decision**

For the reasons I've explained above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 February 2023.

Jon Pearce  
**Ombudsman**