

## **The complaint**

Mr P complains Wise Payments Limited closed his account and failed to return funds held in the account back to him. He also complains that Wise has obtained and shared information relating to him without his consent.

## **What happened**

The detailed background to this complaint is well known to both parties. As such, I'll provide only an overview of the most essential facts here. In summary:

Between November 2017 and July 2020 Mr P opened three accounts with Wise. Mr P asked Wise to close the first account in May 2019. Following a review, Wise closed Mr P's two other accounts.

This decision will focus on the third, and last account Mr P opened with Wise in July 2020. When Wise closed Mr P's third account in November 2021, there was a balance of £20 in the account. Mr P discovered there was a balance on the account after he asked Wise to send him a copy of his account statements.

Mr P contacted Wise and asked how he could gain access to his account balance. Wise told Mr P that he'd need to submit a refund request online and provided him a link to access. Wise also told Mr P that he could access his balance by submitting an appeal and provided him with instructions on how to go about doing this. Mr P didn't follow the instructions and repeatedly contacted Wise asking how he could have his £20 returned to him. In response, Wise set out what Mr P needed to do in order to get his money back.

In February 2023, Mr P submitted a DSAR request to Wise requesting them to provide all the information Wise held relating to him. Wise complied with the request and sent Mr P all the information within a month. On receipt of the information Mr P says he discovered that Wise were in possession of historical information about him. He wants to know how Wise obtained this information and believes Wise has breached data protection legislation in sharing this information.

Mr P complained to Wise about closing his account without providing a proper explanation and not returning his balance. In response Wise said it hadn't done anything wrong and were complying with the terms and conditions of the account, when it had closed Mr P's account. It also said it had complied with Mr P's DSAR request fully. And said it had provided Mr P with instructions on how to get his funds returned over several months in numerous emails. Wise also pointed out that it had asked Mr P to provide his bank account details so that it could complete a refund, but Mr P had refused.

Unhappy with this response Mr P brought his complaint to our service. He said that Wise were acting illegally, keeping his money and sharing data about him. He wants Wise to explain why it closed his account, return his closing balance, and explain how it obtained information about him. He said Wise's actions had a big impact on him financially. And it had disclosed information about him to another company.

An investigator reviewed Mr P's complaint. She said that Wise hadn't done anything wrong when it closed Mr P's account. And said it wasn't obliged to provide him with an explanation about why it didn't want him as a customer. She said Wise had clearly explained to Mr P what he'd needed to do to get his money, but he hadn't complied with Wise's instructions. So, she said Wise hadn't done anything wrong in not releasing Mr P's balance.

The investigator said she wasn't able to look into Mr P's complaint relating to Wise potentially breaching data protection laws and referred Mr P to the Information Commissioner's Office.

Mr P disagreed. He said that Wise have lied about not having his money and wants to know why Wise closed his account. Mr P also said that Wise illegally shared information about him with an international company.

As no agreement could be reached 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.

I appreciate Mr P was disappointed by the investigator's opinion and I can see that she has provided a detailed response to what she said about his complaint. I'd like to reassure Mr P that I've considered the whole file and what's he's said. But I'll concentrate my comments on what I think is relevant. If I don't mention any specific point, it's not because I failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is a fair and reasonable outcome. No discourtesy is intended by me in taking this approach. I do stress however that I've considered everything that Mr P and Wise have said before reaching my decision.

Firstly, I should make it clear to Mr P that the Financial Ombudsman Service is an informal dispute resolution service acting as an alternative to the courts. We don't consider complaints in the same way as a criminal court might. It is not my role to prove exactly what happened. Where there is a dispute about what happened – as there is here, and the evidence is incomplete, inconclusive, or contradictory, we reach our conclusions on the basis of what we consider is most likely to have happened having considered the available evidence and wider circumstances.

I want to address Mr P's comments about Wise acting illegally and breaking the law. As I've already set out above our service is an informal alternative to the courts. And I can't make a finding as to whether the law has been broken, and I don't need to in order to decide this complaint.

Wise has important legal and regulatory obligations it must meet when providing accounts to customers. And it must take certain actions in order to meet their legal and regulatory obligations. They can broadly be summarised as a responsibility to protect persons from financial harm, and to prevent and detect financial crime. In order to meet these obligations, they are required to conduct ongoing monitoring of an existing business relationship. That sometimes means Wise need to restrict, or in some cases go as far as closing customers' accounts.

I can understand it would have been upsetting frustrating for Mr P to learn his account had been closed and no explanation given by Wise why that was. While not trying to minimise the upset and frustration this no doubt caused Mr P, under the terms and conditions of Mr

P's account, Wise can close an account without providing a full explanation why. And it is under no obligation to consult with a customer before doing so.

That's because Wise is entitled to close an account with Mr P just as he is entitled to close his account with Wise. It's generally for banks and financial businesses to decide whether or not they want to provide, or to continue to provide, banking facilities to any particular customer. Unless there's a very good reason to do so, this service won't usually say that a bank of financial business must keep a customer or require it to compensate a customer who has had their account closed.

As long as they reach their decisions fairly, it doesn't breach law or regulations and is in keeping with the terms and conditions of the account, then this service won't usually intervene. I've looked at the terms and conditions and they state that Wise could close Mr P's account by giving him at least two months' notice. And in certain circumstances immediately. In this case the Wise closed Mr P's account immediately. For Wise to act fairly here they needed to meet the criteria to apply their terms for immediate closure – and having looked at these terms and all the evidence I'm satisfied that Wise did. So, it was entitled to close the account as it's already done.

I've next gone on to consider whether Wise's reasons for closing the account was fair. In doing so, I appreciate that Wise are entitled to set their own policies and part of that will form their risk criteria. It is not in my remit to say what policies or risk appetite Wise should have in place. I can however, while considering the circumstances of individual complaints, decide whether I think customers have been treated fairly.

Wise has provided some further details of its decision making process, I'm sorry but I can't share this information with Mr P due to its commercial sensitivity. But I've seen nothing to suggest Wise's decision around closing Mr P's account was unfair. So, it wouldn't be appropriate to award Mr P any compensation since I don't find Wise acted inappropriately when it closed his account.

Mr P says Wise have held on to his closing balance and lied to him about not having any money belonging to him. I've looked at the communications between Mr P and Wise that went on over a number of months from late 2021 until early 2023. Having done, so I'm satisfied that Wise clearly explained to Mr P on several occasions what he needed to do to gain access to his £20 balance – he needed to follow a link or complete an appeals process. I consider this reasonable.

When Mr P refused to comply with these instructions, Wise offered him an alternative way to get his money and asked Mr P to provide his bank account details so that it could transfer Mr P's money to him. But again, Mr P refused. So, I can't hold Wise responsible for Mr P not getting his money back. Based on everything I've seen Wise have been trying unsuccessfully to return Mr P's money to him for months. So, whilst I appreciate, Mr P feels very differently, I'm not persuaded Wise has done anything wrong here and treated Mr P unfairly.

Mr P has also said Wise has breached data protection legislation. In terms of data protection, it isn't for this service to declare whether a breach of data protection legislation has occurred or not – that would be a matter for the Information Commissioner's Office (ICO) to investigate. I can see that the investigator has already provided Mr P with the details on how to go about doing this if he wishes to do so.

In summary I realise Mr P will be disappointed by my decision. But having looked at all the evidence and circumstances of this complaint, I can't conclude that Wise have treated him unfairly when it closed his account and I'm satisfied that Wise has told Mr P what he needs to do to get his funds returned to him. So, I won't be asking Wise to do anything

further to resolve Mr P's complaint. Mr P may wish to pursue the matter through other means, but my decision brings to an end what we – as an informal dispute resolution service can do for Mr P.

### **My final decision**

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 March 2024.

Sharon Kerrison  
**Ombudsman**