

The complaint

Miss O complains that Wise Payments Limited trading as Wise won't fully refund the money she lost when she was the victim of a job scam.

Miss O brings this complaint with the benefit of professional representation, and her representatives have submitted arguments and information on her behalf. But for clarity in what follows I will refer throughout to Miss O.

What happened

Miss O is a junior doctor. In late 2023, she was looking to supplement her income with part time work. She found what she believed to be a suitable job, advertised on social media.

Having reached out to the employer, Miss O was then contacted via a messaging app.

She was told the role would involve posting positive reviews about products such as watches and phones. Each day she'd need to do this for around 40 products, after which she was told she'd receive a commission payment of between 3% to 10% of the value.

However, Miss O was told she'd need to invest money upfront before she could complete these tasks.

Miss O was talked through setting up a wallet with a cryptocurrency exchange (which I will refer to as Exchange T). She then had to purchase cryptocurrency to fund her wallet with Exchange T before transferring that cryptocurrency to the supposed employer.

She then made a series of payments from her account with Wise as listed in the following table. Other payments were made around the same time, and subsequently, but Miss O says these were not part of the scam.

Transaction number	Date	Credit	Debit	To/From
1	20/09/2024		£ 51.00	Payee A
2	20/09/2024	£ 115.16		Credit from Exchange T
3	20/09/2024		£ 85.00	Payee B
4	20/09/2024		£ 50.00	Payee C
5	20/09/2024	£ 123.58		Credit from Exchange T
6	20/09/2024		£ 34.00	Payee D
7	20/09/2024		£ 44.00	Payee D

8	21/09/2023		£ 13.00	Payee D
9	21/09/2023		£ 375.00	Payee E
10	21/09/2023		£ 845.00	Payee F
11	22/09/2023		£ 1,762.00	Payee G
12	22/09/2023		£ 3,940.78	Payee G

She was then helped to purchase cryptocurrency to fund her wallet with Exchange T. Further payments were made which had similar features, however Miss O confirms that the extent of the payments made to or from the scam are those contained in the list above.

Miss O received some returns on her payments in the first day. Based on the money Miss O transferred back to her Wise account it appears these returns were £238.74.

But Miss O says she received no further returns. She realised it was a scam and notified Wise.

Wise looked into what had happened. It didn't think the initial payments Miss O had made were remarkable enough in appearance that it ought to have been concerned or intervened. These eight payments totalled less than £1,500. It also wasn't liable for a payment Miss O had made to an existing payee for £3,890, this being an account she'd paid before for legitimate purposes, and which didn't appear to have any connection to the scam (Miss O has since confirmed this was made to her own account with another bank).

But Wise said it was at fault for not doing more when Miss O had made payments 11 and 12. These had been for the larger amounts of £1,762 and £3,940.78. Wise said it accepted a share of the responsibility for the amounts Miss O had lost through these two payments. It said that Miss O should share half the responsibility for the losses due to these payments because she had not taken appropriate care before making them.

Miss O's representatives initially indicated acceptance of Wise's offer of redress, and Wise paid her the sum of £2,851.39. This equates to exactly half the value of these two larger payments.

However, Miss O remained dissatisfied. She wanted a full refund from Wise. The first attempts she'd made to report the scam hadn't proved possible, and she thought Wise was at fault for that too. She referred her complaint to this service for an impartial review.

Our Investigator reviewed the evidence. The Investigator thought that Wise should have intervened by providing a tailored scam warning to Miss O at the point of the largest payment she'd made (the final payment she'd made as part of the scam).

But he noted that Miss O hadn't provided the true payment reason when Wise had asked (having been told by the scammer to disguise this). Even if Wise had asked further automated questions, he thought Miss O would similarly have been prompted by the scammer to give incorrect answers. Overall, he therefore said he didn't think it was more likely than not that any such intervention would have stopped Miss O from proceeding. Wise would not have been able to give a warning relevant to the actual scam risk, because it had been impeded in finding out what the true risk was.

The Investigator didn't find there was any contemporary evidence to show that Miss O had

been prevented from alerting Wise to the scam sooner than she did. In summary, the Investigator didn't consider that Wise needed to pay Miss O any more than it already had.

Miss O didn't accept the Investigator's findings. I have been asked to reach a decision on the matter.

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.

Having carefully considered everything I don't require Wise to reimburse more than it already has. I agree with the Investigator's conclusions for the following reasons:

- It isn't in dispute that Miss O authorised the transactions in question. She is therefore presumed liable for the loss in the first instance. However, Wise is aware, taking longstanding regulatory expectations and requirements into account, and what I consider to be good industry practice at the time, that it should have been on the look-out for the possibility of fraud and made additional checks before processing payments in some circumstances.
- I think the first payments - those up to payment (10) in the table above - were for relatively unremarkable amounts. For the first six the value was under £100 per payment. These were being made to different payees. The payments labelled (9) and (10) were below £1,000 and again to different payees. I'm not persuaded there is anything about these payments, even if it could have been identified they were going to cryptocurrency, that ought to have looked particularly suspicious to Wise.
- However, Wise accepts that by the point of the first payment over £1,000 – labelled payment (11) in the table – it ought to have done more than it did to protect Miss O. As a matter of good industry practice, I find Wise should have intervened in some way prior to processing her payment.
- I've considered what intervention would have been proportionate in the circumstances. I consider that Wise ought to have asked a series of questions about the purpose of the payment and then provided a tailored warning based on the answers given. But even though I think Wise could have made better enquiries about these larger payments, and why they were being made, I'm not persuaded that would have prevented Miss O's loss.
- Wise did ask Miss O questions at the time of these two payments. She was required to select the most suitable payment reason from a drop-down list of options. Wise explains this list included the option: "paying to earn money by working online". It says Miss O didn't select this option. Its audit records show she selected "Paying yourself". Miss O explains that she was being told what to input by the scammer and was following the instructions the scammer was giving her.
- She also made payments from another bank, which has confirmed that Miss O similarly selected the incorrect payment option on that bank's payment system. That other bank asked further questions, which again it appears Miss O answered under the scammer's guidance — as her answers didn't reflect the true circumstances.
- It therefore appears Miss O was being instructed by the scammer about what to say in response to questions posed by Wise, and she'd been convinced to follow those instructions. I'm satisfied that had there been better questioning, Miss O would have been most likely to continue reverting to the scammer about how to answer. I think she'd most likely have been prompted by the scammer to continue answering in such a way as to avoid alerting Wise to what was really happening.
- I can only ask Wise to reimburse Miss O by more than it already has if I was to find that any wrongdoing on its part caused her losses. That concept is one her

representative should be very familiar with. Yet it has not sought to substantiate its arguments as to why better questioning would have resulted in Miss O acting any differently given the degree to which she was being led by the scammer.

- Wise has confirmed it could not have recovered the payments Miss O made by the time the scam came to light. I'm not persuaded there was any realistic prospect of such recovery given the money was used to purchase cryptocurrency and that cryptocurrency appears to have been received and credited initially to Miss O's wallet with Exchange T before she sent it onwards.
- I've seen nothing to evidence Miss O's claim that Wise impeded her ability to report the scam nearly one month prior to the date she did. I don't find I can fairly uphold that complaint point.
- In summary, I do not require Wise to pay more than it already has refunded to Miss O.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 18 April 2025.

Stephen Dickie
Ombudsman