

The complaint

Mr P has complained that Wise Payments Limited ("Wise") didn't return £1,000 back to his bank account.

What happened

On 31 August 2023, Mr P sent £1,000 to Wise with the intention of transferring the money on to another account. Wise asked Mr P to provide some information, but as he was unable to provide the requested information at the time due to recently moving, Mr P asked Wise to return the money back to the account it had been sent from.

On 17 September 2023 Wise emailed Mr P to say that the money had been sent back to him. However, Mr P says that he didn't receive the money back and said it looked like Wise had sent the money to the wrong account – to an account that Mr P has no association with. After Mr P complained to Wise about the missing money, Wise responded to the complaint on 22 December 2023 explaining that it had not been able to look into Mr P's concerns.

Unhappy with Wise's response to his complaint, Mr P referred his complaint to this service.

After Mr P referred his complaint to the Financial Ombudsman Service, Wise issued its final response to the complaint. Wise said, amongst other things, that it had returned the money back to the account it had been sent from. Wise did acknowledge however, that it could've handled matters better and so offered to pay Mr P £105.

One of our investigators assessed the complaint and they upheld the complaint. As Wise had not provided its file on this complaint, they concluded that Wise had not refunded the money back to Mr P's account. So, they directed Wise to refund the £1,000 back into Mr P's account; and to pay 8% simple interest (less tax) on that amount, from the date it was due to be refunded back to Mr P to the date of settlement. They also directed Wise to pay Mr P the £105 it had offered in its belated response to the complaint.

Following this, Wise responded and said it did not agree with the investigator's assessment and provided evidence to support its position on this matter. Wise said that it had returned the money back to the account it had been sent from and said that, given that the account details the money had been sent from differed from that of Mr P's account, Wise said that Mr P's bank may've used an intermediary account to process the original transfer of funds to Wise.

As Wise did not accept the investigator's conclusions, the matter was referred for an ombudsman's decision.

I issued a provisional decision on 4 October 2024, explaining why, based on the evidence I'd been provided with, I was unable to uphold the complaint. I have included an extract of my provisional decision below and it forms a part of this decision.

"What I've provisionally 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 considered everything, I'm currently minded to only partly uphold Mr P's complaint. I will explain why.

Firstly, I can see that Mr P has not done anything wrong here and so I recognise the frustration that this matter has caused him. However, to uphold this complaint, I would need to be satisfied that Wise has acted unfairly, unreasonably, or it acted in error.

Wise says that it received the £1,000 from Mr P's bank on 31 August 2023, and then, following Mr P's request for the funds to be sent back to him, Wise returned the same amount to the same account that the money had originally been sent from, on 18 September 2023.

Having looked through the evidence that has been provided, I can see that the bank account and sort code that the money was originally sent from is not the same account number and sort code stated in the copy of Mr P's bank statements. Therefore, it seems that, when the money was first transferred to Wise, Mr P's bank had processed the payment to be paid out via another account. And it appears that the money was then sent back to the same account that it was originally sent from.

I recognise that this detail won't mean much to Mr P, as he understandably just wants his money back. But it does mean that I can't reasonably say that Wise is at fault for him not receiving his money back. Ultimately, Wise received the money from a specific account (that apparently is not Mr P's) and then returned the money back to the same account. In the circumstances, I'm satisfied that Wise processed the return of the payment correctly and it could only reasonably be expected to send the money back to the account it had received it from. Wise won't have known when processing the return of funds, that the account the money had been sent from was not actually Mr P's.

To help resolve matters for Mr P, our investigator did reach out to Mr P's bank, provided the evidence of the payment that Wise had made and asked for it to locate the missing money.

However, unfortunately for Mr P, his bank says it is unable to locate the missing money - despite being provided with clear information about which account the money was paid into, how much was paid and on what date the payment was made. As this complaint is against Wise and not his own bank, unfortunately this service is unable to pursue matters any further with Mr P's bank under this complaint. Therefore, if Mr P wishes to pursue matters further, he would need to raise a complaint directly with his bank.

So, in the circumstances, based on all the evidence I have seen so far, it looks like the money was sent back to Mr P's bank on 18 September 2023, but then Mr P's bank has failed to credit the money back into his account. Because of this, whilst I sympathise with the position that Mr P has found himself in, I can't reasonably hold Wise responsible for Mr P being out of pocket of the £1,000 since 18 September 2023. But I do think that Wise's offer to pay Mr P £105 compensation for how it initially handled matters is fair in the circumstances.

Putting things right

To put matters right, I currently think that Wise should pay $Mr P \pounds 105$ compensation for its initial handling of matters. But I don't think it can reasonably be held responsible for reimbursing Mr P for the missing money."

After I issued my provisional decision, Mr P responded and said that he planned to raise the matter with his bank, and wanted more time to respond. The investigator responded to Mr P and confirmed that the complaint would remain open until the final decision is issued, but then we didn't hear from Mr P again.

Wise responded to the provisional decision and said it accepted it.

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 reconsidered this complaint, as neither Wise nor Mr P provided any new information, I have seen no reason to reach a different outcome to the one I reached in my provisional decision.

So in summary, the evidence that I have seen shows that Wise had sent the £1,000 back to the account from where the money had originally been sent from. Therefore, I can't reasonably say that Wise is at fault if Mr P has still not received the £1,000 back into his account, and this is something he will have to take up with his bank.

Having said that, I do think that Wise's offer to pay Mr P £105 compensation for its initial handling of the matter is fair and reasonable.

Putting things right

So, to put matters right, I require Wise to pay Mr P £105 compensation for the distress and inconvenience caused by Wise's handling of this matter.

My final decision

Because of the reasons given above and in my provisional decision, I uphold this complaint and require Wise Payments Limited to pay Mr P £105 compensation, in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 November 2024.

Thomas White **Ombudsman**