

The complaint

Miss A is unhappy Wise Payments Limited (“Wise”) hasn’t reimbursed her after she fell victim to an employment scam.

What happened

The circumstances that led to this complaint are well known to both parties, so I won’t repeat them in detail again here. However, in summary, Miss A fell victim to a scam. She received messages from someone I’ll refer to as “S” who said they worked for a company called “W”. Miss A didn’t know at the time, but S was a scammer and W was a fake company.

S told Miss A that W had a job role available for her. S provided details about the role that was available to Miss A and said she could complete it part-time alongside her other commitments. S told Miss A that the role would involve providing star ratings for movies to increase their popularity and revenue. In turn, Miss A would receive commission. Miss A was told she’d be paid her commission and a salary into her Wise account which she was asked to set up as part of the scam.

After completing some of the initial review tasks that she was given, Miss A was told that she needed to clear a negative balance on her account before she could proceed and receive her commission/salary. Miss A then topped up her Wise account with funds from her current account and made a payment of £2,500 to the scammers account. However, once Miss A had cleared her negative balance, the same thing happened again and she was asked for more money. At this point, Miss A realised she’d likely been the victim of a scam.

Miss A raised a complaint with her current account provider who agreed to refund 50% of her total loss. However, she also felt that Wise should’ve identified the payment she was making as suspicious. Miss A said Wise should’ve discussed the payment with her before it was allowed to leave her account. Miss A believes that had Wise done so, the scam would’ve come to light, and she wouldn’t have lost her money. For this reason, Miss A believes that Wise should refund her the remaining 50% of her loss.

Wise didn’t agree that it could have done anything more than it did to protect Miss A. It said the scam payment hadn’t raised any suspicions at the time it was made. It also said there wasn’t anything it could’ve done to recover Miss A’s funds after she reported the scam either, because they had already been sent on to and been utilised by the scammer.

Miss A disagreed with what Wise said and brought her complaint to this service. One of our investigators looked into things.

Our investigator didn’t uphold the complaint. They agreed with Wise that there wasn’t anything about the payment that meant Wise should’ve questioned Miss A at the time. They also thought Wise had done all it could to recover Miss A’s funds once notified of the scam but unfortunately the funds had already been sent on to the scammer and withdrawn from the receiving account.

Miss A didn't agree with the investigator's findings and as an informal agreement could not be reached, the case has been passed to me for a final decision.

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.

In deciding what's fair and reasonable, I'm required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time.

I'm really very sorry to hear about what's happened to Miss A. I understand this scam has had a considerable impact on her well-being and I have significant sympathy for the situation she has found herself in. But having thought very carefully about what she's told us happened at the time and Wise' actions, I don't think it would be fair and reasonable for me to hold Wise liable for the remainder of her loss. I'll explain why.

It is accepted that Miss A authorised the scam payment herself. So, although she didn't intend the money to go to the scammers, under the Payment Services Regulations and the terms and conditions of her account, Miss A is presumed liable for her loss in the first instance. Where a valid payment instruction has been received, Wise' obligation is to follow the instructions that Miss A has provided. However, there are circumstances where it might be appropriate for Wise to take additional steps or make additional checks before processing a payment in order to help protect its customer from the possibility of financial harm from fraud. An example of this would be when a payment is sufficiently unusual or uncharacteristic when compared with the usual use of the account.

In such circumstances, I'd expect Wise to intervene and ask some questions about the intended payment(s) before processing. So, I've first thought about whether the payment Miss A made could be considered out of character and unusual when compared with her usual account activity.

As Miss A's Wise account was opened as part of the scam, there was no previous account activity that Wise could compare the scam payment to – Miss A had not used the account before. Bearing the above in mind, I don't think the scam payment was remarkable enough for it to have stood out to Wise and to have prompted further discussion. The payment itself was for a relatively modest amount and it wasn't inherently suspicious when considering that it is quite common for customers to process transactions up to this amount on a daily basis. And I also have to bear in mind that Wise is often used to make one-off payments, and the account wouldn't necessarily be used in the same way as a current account.

So, overall, I'm not satisfied that the scam payment should have stood out or have looked so suspicious that it should've prompted further checks by Wise before it was allowed to leave this account.

I have to stress that, at the time, Wise wouldn't have known that Miss A was making the payment at the request of a scammer. It is now only with the benefit of hindsight that we know that the payment was being made as the result of a scam. I have thought about the fact that the payment was being made to a new payee. However, I don't think that this, in and of itself, was suspicious enough to mean that Wise should've considered Miss A at risk of financial harm. Firms have to strike a balance between processing payments as per their customer's instructions and monitoring accounts for unusual and potentially harmful activity.

And I don't think it would be fair to say that Wise should've identified the payment Miss A made as suspicious enough to warrant further checks.

I've also thought about whether Wise could've done more to help Miss A once it was notified of the scam but I don't think it could. The funds had already been removed from the receiving account by the scammer and so there wasn't anything Wise could've done to recover the funds.

Finally, I want to say again that I am very sorry I had to hear about what has happened to Miss A. But at the same time, I don't think her loss was caused by any specific failing on behalf of Wise. The fault here lies with the cruel and callous acts of the scammers themselves.

My final decision

My final decision is that I do not uphold this complaint about Wise Payments Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 28 August 2025.

Emly Hanley Hayes
Ombudsman