

The complaint

Mrs V complains Wise Payments Limited didn't do enough to protect her when she fell victim to a job scam.

What happened

Mrs V has an account with Wise. She has accounts with three other businesses too, who I'll refer to as "H", "M" and "R" throughout the rest of this decision.

Mrs V started a job on 1 September 2023 – having seen an opportunity online and having been contacted by someone claiming to be a recruiter. The job involved completing tasks online. Mrs V says she was shown how to do this and that in order to complete tasks she needed to buy cryptocurrency and send this to the platform she was working on. The whole opportunity was, in fact, a job scam and had all the common features of such scams.

Mrs V says she sent thirteen payments to a known cryptocurrency exchange or people selling cryptocurrency from her account with Wise between 5 and 7 September 2023 in connection with her "job". The payments were for between £500 and £4,500 and were a mixture of card payments and transfers. Wise says Mrs V was asked for the purpose of some of these payments and on two occasions selected "paying-to-earn-money-by-working-online" and on four other occasions selected that the payments were intended for "goods and services". Wise said it suspended Mrs V's account on 7 September 2023 as it was concerned that she was using her account for cryptocurrencies transactions in violation of its acceptable use policy. Mrs V didn't send any more payments from her Wise account after that.

Mrs V says she realised she'd been scammed when one of the other businesses – M – intervened and questioned her and told her that she'd been scammed. That was on 17 September 2023. Mrs V contacted Wise to say she'd been scammed and to ask for a refund. She contacted H, M and R too.

Wise looked into Mrs V's claim and ultimately said that it wasn't going to refund her payments. Mrs V was unhappy with Wise's response and complained and came to us.

One of our investigators looked into Mrs V's complaint against Wise and said that they thought that Wise should have intervened when she tried to make her fifth payment to the same new beneficiary on 6 September 2023 – bringing the total they'd sent to that beneficiary in approximately \$7,000. Had Wise intervened effectively, our investigator thought that Mrs V would have been honest and open about what she was doing – as she was when other businesses intervened – and that her answers ought to have alerted Wise to the hallmarks of a job scam. So, they recommended that Wise refund Mrs V from her fifth payment to the beneficiary in question on 6 September 2023 onwards, and that liability be shared. Our investigator recommended a 50% deduction. Both parties agreed. Mrs V's complaint was, however, referred to decision because the outcomes of her other complaints weren't all agreed – one of the businesses involved asked for Mrs V's complaint against them to be referred to decision. All four complaints were, as a result, passed to me.

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.

Both parties were happy with our investigator's recommendations and accepted them too. The only reason why this complaint has been referred to decision is because one of the other businesses Mrs V has complained about asked to have its complaint referred to an ombudsman. I have nevertheless considered this complaint. Having done so, I see no reason to depart from the investigator's recommendations and the outcome both parties have already agreed to.

Putting things right

I agree that Wise should refund 50% of the payments Mrs V made towards this scam from the fifth payment she made to the beneficiary the investigator referred to onwards. In other words, from the first payment she made to that beneficiary on 6 September 2023 – a payment of \$1,460 – onwards. Wise should pay 8% per annum simple interest on the refunded payments from the date of payment to the date of settlement.

My final decision

My final decision is that I'm upholding this complaint and require Wise Payments Limited to refund 50% of the payments Mrs V made towards this scam from the payment I've mentioned above. Wise should pay 8% per annum simple interest on the refunded payments from the date of payment to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 11 November 2024.

Nicolas Atkinson
Ombudsman