

The complaint

Miss H complains that Wise Payments Limited hasn't protected her from losing money to fraud.

What happened

The background to this complaint is well known to both parties, so I won't repeat everything here. In brief summary, in October and November 2023 payments were made from Miss H's account with Wise totalling £1,245 which Miss H says were the result of fraud. The payments in question were sent to other customers' accounts also held with Wise.

Miss H referred her complaint about Wise to us. As our Investigator was unable to resolve the matter informally, the case has been passed to me for a decision. On 30 September 2024 I issued a decision explaining why our service is only able to consider Miss H's complaint so far as it relates to Wise's acts and omissions functioning as her sending payment service provider. Following this, I'm now ready to explain my final decision on the elements of Miss H's complaint that I can consider.

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 done so, I've decided to not uphold this complaint for materially the same reasons as our Investigator. I'll explain why.

The disputed payments out of Miss H's Wise account number six, occurred between 30 October and 1 November 2023, and total £1,245. Generally speaking, Wise is required to refund any unauthorised payments made from Miss H's account, and Miss H should only be responsible for transactions made on her account that she has authorised. Those rules are set out in The Payment Services Regulations 2017. Miss H has said that she didn't authorise these transactions she's disputed. So, I have to decide whether or not I think Miss H most likely authorised these disputed transactions.

There are two parts to authorisation: authentication and consent. In terms of authentication, I've seen from Wise's records that Miss H's online banking was used to make these payments in such a way that they would have needed to have been approved from Miss H's device with security information Miss H had access to. This isn't enough, on its own, to say the payments were authorised. To decide Miss H authorised the payments, I also need to be persuaded that she most likely consented to them.

But in this case, with regards to consent, I'm persuaded that Miss H did consent to the payments. This is because Miss H told us that her device and banking app is accessed using a passcode and that no one else had her security details or access to her devices or online banking. She also said that no one else asked her to provide any of these details to them. So whilst I understand Miss H has said that the disputed payments out of her Wise account were made without her knowledge or consent, the technical evidence I've seen

does not support what Miss H has said. I'm also not persuaded from what I've seen that there is a point of compromise for Miss H's device or online banking, nor any other plausible explanation as to how these payments out of Miss H's Wise account likely could have happened apart from with Miss H's knowledge and consent. I also note, as our Investigator did, that there's a record of Miss H calling Wise on 1 November 2023 to query a payment she'd made at which point she didn't mention the disputed transactions at a point that they would already have been showing on her account, and I don't find that consistent with what I'd expect if what Miss H was saying was accurate. I'm therefore satisfied that it was fair for Wise to treat these payments as authorised, and not to refund them.

I'm aware that in recent emails to our Investigator Miss H has said she would like her funds *"returned for fraud on behalf of APP"* and that *"I have printed out all emails and they are inconsistent with my true testimony from yourselves"*. But I'm satisfied this doesn't change things. Authorised push payments (APP) are, by their definition, authorised payments. But Miss H previously unequivocally told us these payments were unauthorised. In any event, Wise would generally be expected to process payments a customer authorises it to make. And under The Payment Services Regulations and the terms and conditions of the account, Miss H is presumed liable for any loss in the first instance, in circumstances where she authorised the payments. And these payments out of Miss H's account weren't of the nature where I'd expect Wise to have intervened in them or done anything further than it did. I'm also satisfied Miss H's alleged loss was spent from the recipient accounts before Wise was told about things, so there was nothing further I would expect it to have done.

Whilst I've thought carefully about everything Miss H has said, this means that I'm not persuaded Wise has done anything wrong here. I'm satisfied from the evidence that Miss H, contrary to what she told us, likely did authorise these payments and that Wise hasn't acted unfairly or unreasonably in the way it's dealt with Miss H's complaint, nor that it could fairly be held responsible for the loss Miss H has sought to claim for.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 8 January 2025.

Neil Bridge
Ombudsman